

## C. 憲章

《公司法》（第 50 章）

新加坡共和國

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公眾股份有限公司

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**WEIYE HOLDINGS LIMITED**  
**（前稱為 KYODO-ALLIED INDUSTRIES LTD）**

的

章程大綱

及

組織章程細則

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於 1984 年 8 月 2 日註冊成立

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**Company No: 198402850E**

**CERTIFICATE CONFIRMING INCORPORATION OF COMPANY UNDER THE  
NEW NAME**

**This is to confirm that KYODO-ALLIED INDUSTRIES LTD incorporated under the Companies Act on 02/08/1984 did by a special resolution resolve to change its name to WEIYE HOLDINGS LIMITED and that the company is now known by its new name with effect from 10/08/2011.**

**GIVEN UNDER MY HAND AND SEAL ON 11/08/2011.**



**NURHAYATI NONGCHIK  
ASST REGISTRAR  
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)  
SINGAPORE**



FORM 20  
THE COMPANIES ACT, CAP. 50  
SECTION 31(3)

CERTIFICATE OF INCORPORATION ON  
CONVERSION TO A PUBLIC COMPANY

COMPANY NAME : KYODO-ALLIED INDUSTRIES PTE LTD

COMPANY NO. : 198402850E

THIS IS TO CERTIFY THAT THE ABOVENAMED COMPANY, WHICH WAS  
ON 02/08/1984 INCORPORATED UNDER THE COMPANIES ACT AS A  
COMPANY LIMITED BY SHARES, DID ON 26/12/2001 CONVERT TO A  
PUBLIC COMPANY AND THAT THE NAME OF THE COMPANY NOW IS  
KYODO-ALLIED INDUSTRIES LTD.

GIVEN UNDER MY HAND AND SEAL ON 26/12/2001



  
OW YONG TUCK JEONG  
SENIOR ASST REGISTRAR OF COMPANIES AND BUSINESSES  
SINGAPORE

FORM 9  
THE COMPANIES ACT, CAP. 185.  
Section 16(4).

No. of Company  
02850/1984-E

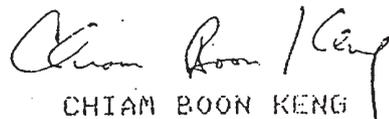
CERTIFICATE OF INCORPORATION OF PRIVATE COMPANY

This is to certify that KYODO-ALLIED INDUSTRIES PTE  
LTD

is incorporated under the Companies Act, Cap. 185, on 02/08/1984

and that the company is a private company limited by shares.

Given under my hand and seal on 02/08/1984

  
CHIAM BOON KENG

Registrar of Companies & Businesses  
Republic of Singapore.

**有關《公司法》（第 50 章）**

**及**

**WEIYE HOLDINGS LIMITED 之事宜**

（公司註冊編號為 198402850E）

（於新加坡註冊成立）

於 2015 年 12 月 22 日召開的本公司特別股東大會，通過以下特別決議案：

**特別決議案**

**修訂組織章程大綱**

須待香港聯交所批准本公司股份於香港聯交所主板上市及買賣，且通過決議案 1 及 3 後方可作實：

1. 批准擬修訂組織章程大綱及其一切相關事宜；及
2. 謹此授權本公司董事或任何董事完成及進行彼等及／或其可能認為令本決議案項下擬進行的交易生效而言屬權宜或必要的一切有關行動及事件（包括簽署可能規定的有關文件）。

**採納新組織章程細則**

須待香港聯交所批准本公司股份於香港聯交所主板上市及買賣，且通過決議案 1 及 2 後方可作實：

1. 批准擬採取納新組織章程細則及其一切相關事宜；及
2. 謹此授權本公司董事或任何董事完成及進行彼等及／或其可能認為令本決議案項下擬進行的交易生效而言屬權宜或必要的一切有關行動及事件（包括簽署可能規定的有關文件）。

已附上本公司組織章程大綱修訂本及新組織章程細則的全文。

將對章程大綱作出以下修訂：

1. 第 3 條將全部刪除並由以下內容取代：

「本公司根據適用法律及組織章程大綱以及章程細則，能夠參與或從事任何業務或活動，採取任何行動或訂立任何交易。」

2. 第 5 條將全部刪除並由以下內容取代：

「本公司的股份可分為若干類別，並可分別在股息、股本、投票或其他方面附帶任何優先、遞延或其他特別權利、特權、條件或限制。」

《公司法》(第50章)

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公眾股份有限公司

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偉業控股有限公司

的

組織章程細則

(以股東於2015年12月22日通過的特別決議案採納，於本公司股份在香港聯合交易所首次買賣當天生效)

序言

- 表「A」不適用  
解釋
1. 《公司法》(第50章) 第四附表的表「A」所載的規例不適用於本公司。
  2. 在本章程細則中，若非與事項或內文不相符，下文第一欄所載的詞彙，應具有其對應位置所載的涵義：—

「《公司法》」 新加坡《公司法》(第50章) 或當時生效並且有關各公司及影響本公司的任何法定修改、修訂或重行頒佈(包括但不限於《公司條例》(香港法例第622章))，以及任何按之修改、修訂或重行頒佈的條文。

「候補董事」 按第102條委任的候補董事。

「股東週年大會」 本公司的股東週年大會。

「章程細則」 本公司章程細則或本公司以原本章程細則或經不時修訂而現時生效的其他規例。

「主席」 董事會主席或股東週年大會或股東大會(視情況而定)的主席。

「結算所」 本公司上市或報價的司法轄區法律認可的結算所。

「本公司」 不時以任何名稱經營的上述公司。

「董事」或「董事會」	本公司現時的董事或有權為本公司行事的董事人數，並包括任何獲正式委任且現時以候補董事身份行事的人士。
「電子通信」	具有《公司法》所賦予的意義，即以下述方式傳遞的通信（不論是從一個人傳至另一個人、從一部裝置傳至另一部裝置、從一個人傳至一部裝置或從一部裝置傳至一個人）：(a)以電訊系統傳遞，或(b)以其他方法但必須是電子方式傳遞，並且是以可讀的方式或以在接收不可讀的信息之後能轉為可讀的方式（必須符合某些條件）傳遞。
「交易所」	倘本公司的股份是在新加坡證券交易所有限公司上市和報價，則指新加坡證券交易所有限公司，倘本公司的股份是在香港聯合交易所上市和報價，則指香港聯合交易所及／或本公司的股份在其上市或報價的任何其他股份、股票或證券交易所。
「香港」	中華人民共和國香港特別行政區。
「文據」	可能需要或者需要發行股份的要約、協議或期權，包括但不限於增設或發行（以及調整）認股權證、債權證或其他可轉換或可交換成為股份的文據。
「交易日」	交易所開放進行證券買賣的日子。
「股東」或「任何股份的持有人」	本公司當時的登記股份持有人或如果登股東是保管公司，則必須是在保管公司登記冊上登記的保管人（股份存入保管人證券賬戶的該段時期）。
「月」	曆月。
「辦事處」	本公司當時的登記辦事處。
「普通決議案」	在股東大會中獲有權表決（親身或由代表（若容許））的出席股東以超過50%的大比數通過的決議案
「股東登記冊」	本公司的登記股份持有人主登記冊及任何登記支冊（若適用）必須存備在董事會不時決定位於新加坡之內或之外的地方。

- 「相關法例」 《公司法》的條文及由任何有關主管當局不時頒佈或公佈的其他相關規則、法例或規例（包括但不限於交易所的規則）。
- 「印章」 本公司的法團印章。
- 「秘書」 獲委任執行本公司秘書職責的秘書。
- 「證券賬戶」 由保管人在保管公司持有的證券賬戶。
- 「特別決議案」 在股東大會中獲有權表決（親身或由代表（若容許））的出席股東以超過75%的大比數通過的決議案。
- 「電訊系統」 具有《電訊法令》（第323章）或《公司法》當時生效的任何法定修改所賦予的涵義。
- 「以書面」及「書面」 包括打印及平版印刷和以任形式代表或複製文字、符號或其他能夠以視象形式顯示的資料，無論是實體文件或以電子通信或其他任何形式顯示。
- 「年」 曆年。
- 「新元」 新加坡的合法貨幣。
- (1) 「保管人」、「保管公司」、「保管代理」及「保管公司登記冊」等詞具有《公司法》賦予的涵義，任何提述The Central Depository (Pte) Limited亦包括提述結算所（視情況而定）。
- (2) 為計算通告送達或視為已送達所需的天數，「整天的通告」一詞不包括通告送達或視為已送達當天及發出通告當天。
- (3) 「股份」一詞是指本公司的股份；
- (4) 本章程細則中提述的股份或任何類別股份的「持有人」應：
- (a) 不包括保管公司，惟本章程細則另有明文規定者或本章程細則使用「登記持有人」一詞者除外；及

- (b) 倘事項或內文有需要，須視為包括提述已就該等股份在保管公司登記冊登記名稱的保管人；

且「持有」一詞須按之相應詮釋。

- (5) 單數的詞彙包括眾數，反之亦然，僅指男性的詞彙應包括女性，指人士的詞彙亦包括公司。
- (6) 除前文提述者外，《公司法》及《解釋法令》(第1章)所用的任何詞彙或句語若非跟事項或內文不相符，應具有本章程細則所賦予的涵義：
- (7) 本章程細則提述的任何成文法則是指當時修訂或重行頒佈的成文法則。
- (8) 插入批註及旁註僅為方便，不應影響本章程細則的詮釋。

## 公眾公司

3. 本公司是一間公眾公司。

## 發行股份

- 3A. 本公司並無法定股本，股份並無票面值。

4. 根據《公司法》及本章程細則，董事會未根據《公司法》第161條在股東大會中獲本公司以普通決議案批准，不得發行股份，但在不違反該條文、本章程細則第47條以及當時已發行的任何股份的任何特別權利下，董事會可以根據董事會認為合適的條款及細則、代價、時間及需要或不需要以現金支付有關款項的任何部分而向董事會認為合適的人士發行、配發或授予期權或以其他方式處理或處置該些股份。任何股份均可以按面值或優先、遞延、合資格或特別權利、優先權或董事會認為合適的條件發行。可以發行可以或本公司選擇可以贖回的優先股，贖回條款及方式由董事會釐定。優先股的總發行數量不得超過任何時候已發行普通股的總數量。不得發行不記名股份。

在股東大會中獲股東事先批准前，不得發行導致轉讓本公司控制權益（按交易所上市規則所界定）的股份。

5. (1) 在不違反本公司股份上市的交易所指定的限制下可以發行優先股，普通股以外股份的權利必須在本公司的組織章程大綱和章程細則註明。優先股股東在接收通知、報告和資產負債表及出席本公司股東大會方面享有的權利跟普通股股東相同。已發行優先股的總數量不得超過任何時候已發行普通股的數量。在為削減本公司的資本、清盤或批准出售本公司業務而召開的任何會議中，或倘在會議上提交的建議直接影響優先股股東權利和優先權，或倘優先股的股息延遲超過六(6)個月，優先股股東均有權在該等會議中表決。
- (2) 本公司有權進一步發行與不時已發行或擬發行的優先股屬相同等級或更高等級的優先資本。
- (3) 倘本公司為贖回而購買可贖回股份，而並非透過市場或投標購買，最高價格必須限為本公司不時在股東大會中釐定的價格（不論是一般購買還是特定購買）。倘購買是透過投標進行，所有股東必須同樣可以投標。
- (4) 除法規容許外及不違反交易所及任何其他相關規管當局的規則和規例之外，本公司不得就任何人購買或將購買本公司任何股份或與之相關的目的而提供財務協助。
- (5) 除法規容許外，董事會可在相關法例容許的情況下按照其不時釐定的條款發出認購本公司的任何類別股份或其他證券的認股權證。倘發行不記名認股權證，除非董事會在沒有合理懷疑的情況下信納證書正本已經銷毀，並且本公司已收取以董事會就發行任何該等補發證書認為合適的形式作出的彌償，否則不得就遺失的認股權證補發證書。

## 權利的變更

6. (1) 在任何時候如果股本分為多個類別，在不違反《公司法》的規定下（不論本公司是否清盤），必須僅在該類股份持有人的獨立股東大會中通過特別決議案，方可償還可贖回優先資本以外的優先資本，並變更或廢除任何類別所附有的權利（惟該類股份的發行條款另有規定則除外），《公司法》第184條（及所需的修訂）適用於每項該類特別決議。本章程有關股東大會的規定在作出必要的變通後適用於該類獨立股東大會，但所需的法定人數須至少為兩(2)名持有或由代表或獲授權人持有至少該類別已發行股份的三分之一，惟倘股東大會未能達到通過該類決議案所需的大比數，在股東大會召開之後兩(2)個月內倘徵得持有該類股份類別已發行股份四分之三持有人的書面同意，則具有猶如在股東大會上以特別決議案通過

的效力及作用。本章程細則的前述條文僅適用於更改或廢除任何類別股份當中某部分股份所附有的特別權利，猶如該類股份每組不同待遇的股份構成獨立類別，而該類別的特別權利將予變更。

- 優先股股東的權利
- (2) 償還可贖回優先資本以外優先資本或優先股股東權利的任何更改必須遵照相關優先股股東的特別決議案方可作出。惟倘股東大會未能達到通過該類決議案所需的大比數，而在股東大會召開後兩(2)個月內徵得持有該類股份類別已發行股份四分之三的持有人的書面同意，則其具有猶如在股東大會上以特別決議案通過的效力及作用。

- 增設或發行附帶特別權利的股份
7. 任何一類附帶優先權或其他權利的股份的持有人獲賦予的權利，須視為藉增設或發行更多等級相同的股份而更改，惟該類股份的發行條款或本章程細則另有註明者除外。

- 沒有披露權益  
香港上市規則附錄3第12段
- 7A. 不得只因任何直接或間接擁有權益的人士並無向本公司披露其權益而行使任何權力，以凍結或以其他方式損害其任何附於股份的權利。

## 股份

- 支付佣金及代理費的權力
8. 除非法律註明或限制，否則公司可以就其股份的任何發行或購買而支付佣金或代理費，費率或金額及支付方式須遵照董事會認為合適者。該等金或代理費必須以現金、配發全部或部分實繳股份，或一部分以其中一種方式，另一部分以另一種方式支付。

- 收取股本利息的權力
9. 如果為籌募資金以支付任何工程或建築物的建造開支或任何長期無法賺錢的廠房的經費而發行任何本公司股份，本公司可以在不違反《公司法》所提述的條件和限制下就當時已經實繳的股本支付利息，並且將該等利息記入資本作為建造成本或經費。

- 信託方式不獲確認
10. 除法例規定外，任何人士均不得獲本公司確認為以任何信託方式持有任何股份，不得以任何方式約制或強使本公司確認（即使已經察覺此情況）任何股份的任何衡平法權益、或然權益、未來權益或不完整權益，任何不足一股股份的的部分的任何權益或（惟本章程細則或法例另有註明者除外）任何股份的任何其他權利，惟已經在股東登記冊中被列為該股份登記持有人的人士（非保管公司）或（在股東登記冊中被列為該股份的登記持有人為保管公司）姓名已就該股份紀錄在股東登記冊內的人士對該股份的全部擁有絕對權利除外。

11. 任何人士均不得獲本公司確認為對不足一股的部分擁有所有權，只能獲確認為整股該股份的唯一或共同持有人。

12. 如果根據任何股份的配發條件，該股份的全部或任何部分發行價款須分期支付，每筆分期款項到期時必須由當時為該股份登記持有人的人士或其個人代表支付予本公司，惟本條文不影響任何同意支付上述款項的獲配發人的責任。

## 股票證明書

13. 本公司股本中股票或債權證的所有權證明書必須蓋章簽發。印章必須獲董事會授權才能蓋上，並須按董事會不時指定的方式蓋印，並必須有至少兩(2)名董事或一(1)名董事及秘書或由董事就該目的而委任替代秘書的其他人士的親筆簽名或印製簽名，並須註明相關股份的數量和類別、已支付的款額和尚欠的款額（若有）。不得簽發代表超過一類股份的股票證明書。每張股票證明書必須有印章或印製印章，證書正面須加上「股份印章」的字樣或在證書正面印上印章，並須註明該股份的數量、類別、識別編號（若有）及已支付的款額，或採用董事會不時釐定的方式。董事會可以藉決議案決定（不論是一般情況或任何特別情況）該類證明書（或就其他證券簽發的證明書）上的任何簽名無需親筆簽上，而是以機印方式或打印方式加上。

14. (1) 不得約制本公司登記超過四(4)名人士作為任何股份的共同持有人，惟其為身故股東的遺囑執行人、受託人或遺產管理人除外。

(2) 如果兩(2)名或以上人士登記為任何股份的共同持有人，就該股份應付的任何股息的有效收據須發給該等人士的其中一人。在不違反《公司法》的條文下，共同持有人須個別或共同承擔支付所有分期款項以及有關該等股份催繳及利息支付的責任。

(3) 就任何股份在股東登記冊上登記為共同持有人之一(1)且排名最先的人士才有權獲送達有關該股份的證明書或收取本公司的通知，任何發給該人士的通知須視為已發給所有共同持有人。僅在股東登記冊上排名最先的人士有權收取本公司的通知，任何發給該人士的通知須視已發給所有共同持有人。

15. (1) 必須在股份發行的最後截止日期之後十(10)個交易日內配發股份及送達證明書，惟交易所同意延長該次發行時間則除外。保管公司必須向成功申請的投資者送達聲明，確認其證券賬戶所持有的股份數量。已在股東登記冊列為登記股份持有人的人士有權在任何轉讓之後十(10)個交易日獲得證明書。每位登記股份持有人有權獲得合理面值的股份證明書，如果需要就證明書收取費用，該收費不得超過2新元（或董事會釐定的其他費用，惟須計及本公司股份上市的任何股票交易所指定的任何限制）。倘一位登記股份持有人僅轉讓證明書所包括股份的一部分，或倘一位登記股份持有人為了以不同的方式分拆其持有的股份而要求本公司註銷任何證明書並發出新證明書，必須就餘下股份簽發新的證明書以替代原有證明書，登記股份持有人須按董事會所釐定就新證明書支付不超過2新元的費用（或董事會釐定的其他費用，惟須計及本公司股份上市的任何股票交易所指定的任何限制）。倘股東是保管人，本公司向保管人就有關保管人以供股或其他優先發售或紅股派送方式提供的新股總體權益所提供的臨時配發證明書或新股份證明書，須按所提供的程度免除本公司對每名保管人個別權益的任何其他責任。

(2) 董事會保留任何無人認領的股份證明書或股票證明書（視情況而定）並不構成本公司成為有關股份／股票的受託人。任何股份證明書（或股票證明書（視情況而定））倘在簽發股份證明書（或股票證明書（視情況而定））日期起計六(6)年之後無人認領必須沒收。一旦沒收便須按本章程細則第37條、第39條、第40條、第44條及第45條加上必要的修改作出處理。

16. (1) 在不違反《公司法》的條文下，股份證明書倘遭任何污損、破損、損毀、遺失或被盜，只要出示有關證明及由股東、受讓人、有權利的人士、買方、交易所的成員商號或成員公司或本公司董事代表其客戶開具的彌償書（若需要），可予更換。倘股份證明書遭污損或破損，必須交出原有證明書及支付董事會不時規定不超過2新元的費用（或董事會釐定的其他費用，惟須計及本公司股份上市的任何股票交易所指定的任何限制）。倘股份證明書遭損毀、遺失或被盜，股東或有權獲更換該股份證明書的人士亦須承擔損失，並向公司支付本公司調查該等損毀或遺失的證據的附帶支出。

(2) 倘董事出售證明書內包括並受本章程細則規管的任何股份，而該些股份的前度持有人尚未向本公司交回該證明書，董事可按其認為合適並有別於尚未交回證明書的方式簽發新證明書。

## 股份轉讓

- 股份轉讓形式  
附錄2.2  
第(4)(a)段
17. 在不違反本章程細則下，任何股東均可以轉讓其全部或任何股份，但每份轉讓股份合法所有權的轉讓文據必須以書面作出採用董事會和交易所不時批准的形式。同一份轉讓文據不得包括不同類別的股份，本公司須接受交易所批准的轉讓登記形式。
- 簽署
18. 轉讓文據必須由或代表轉讓人及受讓人簽署及見證，惟倘受讓人為保管公司，則儘管該轉讓文據並沒有由或代表保管公司簽署及見證亦有效，或倘轉讓人或受讓人為結算所或其代理人，則必須有親筆簽名或機器蓋印簽名或以董事會不時批准的其他方式簽名。在受讓人的姓名未列入股東登記冊之前，轉讓人須被視為有關股份的持有人。
- 非健全人士
19. 在任何情況下，任何股份均不得轉讓給嬰孩、破產人士或精神不健全的人，但倘本公司實際對此不知情，概不得將本條詮釋為就該轉讓的登記加給本公司任何責任。
- 董事拒絕登記的權力  
香港上市規則附錄3第1(2)段附錄2.2第(4)(c)段
20. (1) 在不違反本章程細則下，概不對悉數實繳股份的轉讓構成限制，惟法例、規則、附例或交易所上市規則有所規定者除外，但董事會可以酌情拒絕本公司有留置權的任何股份的轉讓。倘有關股份尚未悉數實繳，本公司可以拒絕登記轉讓對象為本公司不批准的人士的轉讓。如果董事會拒絕登記任何該類股份轉讓，必須按《公司法》及交易所的上市規則的規定，向轉讓人及受讓人發出拒絕登記書面通知。
- 轉讓登記條款  
香港上市規則附錄3第1(1)段附錄2.2第(4)(b)段
- (2) 董事會可以拒絕登記任何股份轉讓文據，惟下述情況除外：—
- (i) 已經就此向本公司支付董事會不時規定不超過2新元的費用（或董事會釐定的其他費用，惟須計及本公司股份上市的任何股票交易所指定的任何限制）；
- (ii) 股份轉讓文據已根據任何有關印花稅當時生效的法例正式加蓋印花，並且連同印花稅支付證明書（若須支付任何印花稅）、與轉讓相關的股份證明書、董事合理要求顯示轉讓人有權轉讓股份的其他證明，倘轉讓文據由其他人代其簽署，則需要將授權該人如此行事的證據一併存放在辦事處或董事指定的任何其他地方（若有）；及
- (iii) 轉讓文據僅有關一(1)類股份。

21. (1) 本公司可以保留所有已登記的轉讓文據，但董事推卻登記的任何轉讓文據（欺詐除外）必須退還給存放該轉讓文據的人士。
- (2) 在不違反任何相反的法律規定下，本公司有權銷毀所有在轉讓文據登記日期起計滿六(6)年之後任何時候登記的轉讓文據、所有在轉讓文據紀錄日期起計滿六(6)年之後的任何時候發出的股息授權書及地址更改通知書，及所有在註銷日期起計滿六(6)年之後任何時候註銷的股份證明書，並有利於本公司而不可推翻地推定股東登記冊中每項本意根據已銷毀的轉讓文據或其他文件而作出的紀錄乃已恰當及妥善地作出，而每份銷毀的轉讓文據乃已恰當及妥善登記的有效及具效力文據，而每份銷毀的股份證明書乃已恰當及妥善註銷的有效及具效力證明書，而前述的每份已銷毀的其他文件根據本公司的賬簿或紀錄的記錄資料乃有效及具效力的文件。惟必須符合下述情況：—
- (i) 上述條文僅適用於真誠銷毀的文件，並且沒有與該文件相關的申索通知（不管有關方是誰）；
- (ii) 本條文所載規定不應被解釋為向本公司施加關於較上述時間為早時銷毀任何有關文件的責任以及於任何其他情況下若無本章程細則而不會施加於本公司的責任；及
- (iii) 本條提述的任何文件的銷毀包括以任何方式處置該些文件。

22. (1) 股東登記冊和保管公司登記冊可以在董事會不時決定的時間及時段內關閉，惟登記冊在任何一年不得合共關閉超過三十天。惟本公司必須按交易所的規定預先發出登記冊關閉通知，註明關閉期和關閉的目的。
- (2) 本公司須存備一本或多本登記冊，並須在冊內記錄以下資料，即：
- (i) 每位股東的姓名和地址、其所持有的股份數量和類別，及已支付的款額或同意被視為已就該等股份支付的款額；
- (ii) 任何股份轉讓的生效日期；
- (iii) 每位人士被列入登記冊的日期；及
- (iv) 任何人士停止成為股東的日期。

- (3) 本公司可以在任何地方存備海外或本地或其他支登記冊，董事會可以就存備該類登記冊制定及更改其認為有需要、合宜、適宜的規例，以及就登記冊設立登記辦事處（「**登記辦事處**」）。
- (4) 登記冊及支登記冊（視情況而定）須在每個營業日在辦事處或根據相關法例將登記冊存備的其他地方開放至少兩小時，供股東免費查閱或供任何其他人士查閱（最多支付1.00港元或董事會指定的更低金額）。登記冊倘包括任何海外或本地或其他支登記冊，可以根據任何交易所的規定，在一份指定的報章或任何其他報章以廣告形式或以交易所就該目的而接受的任何電子方式刊登通知後，可以在有關的時間或有關的時段內關閉每一年總共不超過三十天（按董事會的決定及不論是一般而言或就任何一類股份而言）。
- (5) 儘管本章程細則有其他條文，但在不違反交易所的規則和《公司法》下，本公司或董事會可以定出任何日期作為紀錄日期，以釐定股東有權收取任何股息、分派、配發或發行，並釐定股東有權收取本公司的任何股東大會的通知及在會上表決。

股份退讓

23. (1) 本章程細則概無內容妨礙董事確認獲配發人將任何股份退讓予其他人士。

針對違法  
轉讓的彌償

- (2) 本公司或董事或其任何高級人員概不就似乎是由足夠人士登記的股份轉讓或就其行事而產生的任何責任，即使其可能是因任何欺詐，或本公司或董事或其任何高級人員不知悉的理由而在法律上不能執行，或不足以將建議轉讓或聲稱轉讓股份的產權轉移，且即使轉讓（轉讓和受讓人之間）可能會遭擱置，儘管本公司可能知悉受讓人在轉讓文據中留空受讓人姓名或擬轉讓的股份資料，或以其他不完備的方式簽署或簽立及交付轉讓文據。在上述每種情況中，僅登記為受讓人的人士、其遺囑執行人、遺產管理人及受讓人有權被確認為該等股份的持有人，就本公司而言，先前的持有人得視為已經轉讓其對該等股份的全部所有權。

## 送交股份

因身故而送  
交

24. (1) 倘登記股份持有人身故，其尚存者（如果身故者是共同持有人）及法律代表（如果其是單獨或唯一的尚存持有人）是本公司確認為唯一擁有該等股份的權益所有權的人士，但本條概無內容解除身故登記股份持有人（不論是單獨還是共同）的遺產就其持有的任何股份的責任。

- (2) 倘寄存人身故，其尚存者（如果身故者是共同持有人）及法律代表（如果其是單獨或唯一的尚存持有人，並且該法律代表已就身故者的任何股份被列入保管公司登記冊）是本公司確認為唯一擁有該等股份的權益所有權的人士，但本條概無內容解除身故寄存人（不論是單獨還是共同）的遺產就其持有的任何股份的責任。

擁有身故或  
破產股東所  
有權的人士  
可進行登記

25. (1) 任何人士倘因為任何股東身故或破產，或根據具司法管轄權的法庭發出的歸屬令而對股份享有權利且獲本公司確認為擁有該股份的所有權，只要按董事要求出示所有權證據，便可以在向本公司發出書面通知之後自行登記為該股份的持有人或將該股份轉讓予其他人。如果在上述情況下對該股份享有權利的人士選擇登記成為持有人，其須向本公司發出由他簽署並註明其選擇如此做的書面通知。如果其選擇由另一名人士登記，便須透過將股份轉讓予該人以證明其選擇。本章程細則有關轉讓權和轉讓登記的一切限制、約束和規定適用於上述任何通知及轉讓，猶如該股東沒有身故或破產而該通知或轉讓是由該股東執行。董事具相同權力拒絕登記這類轉讓，猶如導致該轉讓的事件沒有發生，及該轉讓是由透過傳移而產生所有權的人士執行。

發給未登記  
執行人及受  
託人

- (2) 董事可以在任何時候發出通知，要求任何該等人士選擇在股東登記冊自行登記為股東或（視情況而定）就該股份保被列入保管公司登記冊或轉讓該股份。如果該通知在六十(60)天內未獲遵行，董事可以不發放其後就該股份須支付的股息或其他款項，直至通知內列明的要求獲遵行。

未登記執行人  
及受託人的  
權利

26. 藉傳移而對股份享有所有權的人士有權收取或解除就該股份須支付的股息或其他款項，但其無權就之接收本公司會議的通知、出席該會議或在會議上表決，或者（除非前文另有所註明）行使股東享有的任何權利或特權，除非及直至其登記成為股份持有人或其姓名就該股份而在保管公司登記冊被列為保管人。

遺囑登記等  
費用

27. 必須就登記任何遺囑認證書、遺產管理書、結婚或死亡證書、授權書或其他有關或影響任何股份的所有權的其他文件向本公司支付費用，該費用的金額不得超過董事規定或釐定的2新元（或交易所不時批准的任何其他金額）。

## 催繳股份

催繳股份

28. 董事可以按其認為合適而不時就股份任何尚未繳付的款項及並非根據有關股份的發行條款而須於固定時候支付的任何款項發出催繳通知，每名股東（必須是至少給予十四(14)天通知期並且註明付款的時間及地點）必須照指定的時間及地點和催繳金額向本公司支付。董事可以決定取消或延遲催繳。股份共同持有人可以共同或個別負責支付有關股份的所有催繳及分期付款項。

作出催繳的時間

29. 董事授權催繳的決議案獲通過之時將視為催繳已經作出，並且可以分期支付。

催繳利息

30. 如果就某股份催繳的款項沒有在指定的付款日期當天或之前支付，應付款人必須就有關款項支付利息，計息期是指定的付款日期直至實際付款之時，息率不得超過年率百分之八(8)，由董事決定，但董事可以自由豁免支付該利息的全部或一部分。

到期配發款項

31. 根據股份的發行及配發條款須於配發時或任何固定日期須支付的任何款項，就本章程細則而言須視為已正式作出催繳，並須於該款項根據發行條款須支付的當天支付。如果沒有支付，本章程細則有關利息和費用支付、沒收的一切相關條款適用或以其他方式適用，猶如該款項已按正式作出及通知催繳般須予支付。

定出不同金額和時間的權力

32. 董事可以在發行股份時為持有人定出不同的須支付催繳金額和支付時間。

提早支付催繳款項

33. 如果董事認為合適，可以收取任何股東願意提早支付尚未對其所持股份作出的催繳及尚未支付的款項的全部或任何一部分，該等未催繳而提早支付的款項須終絕（只要能夠延及）就之催繳的股份的債項，本公司須就已收的該些款項及已收款項不時超過當時對有關股份作出的催繳之數支付利息，未得本公司在股東大會中批准，息率不得超過支付該款項的股東與董事會議定的年率百分之八(8)。未催繳而支付的股份資本在附帶利息之時不賦予權利參與利潤，且直至適當滿足任何催繳之前須視為給本公司的貸款而非其資本的一部分，並須於董事會決定的任何時間付還。

附錄2.2第(1)(e)段

## 沒收及留置權

要求支付催繳款項的通知

34. 如果任何股東在指定的付款日期當天或之前沒有悉數支付任何催繳款項或催繳款項的分期付款項，董事可以於其後的任何時候向該股東送達通知，要求支付欠繳的催繳款項或分期付款項連同因為沒有付款而引起的任何利息和費用。

列明日期和地點的通知

35. 該通知須指定另一個支付通知要求支付的款項的日期（當天或之前）（不少於通知送達日期之後七(7)天）及地點，並須註明假如不按照通知的指示付款，就之作出催繳的股份可能會被沒收。

因不遵守通知而被沒收

36. 如果任何就之發出該通知的股份不遵守任何該通知的要求，可能會於其後在所有催繳款項及就之應支付的利息和費用未支付之前，由董事決議沒收該股份。該沒收將包括在沒收之前就沒收股份宣派但未實際支付的所有股息。股份的沒收或交回涉及消除在沒收或交回之時的利息、對本公司提出的一切申索和索求，及被沒收或交回股份的股東與本公司之間的該股份其他一切附帶權利和責任，惟倘為前股東者，則該些權利和責任在本章程細則中明確註明保留或由《公司法》賦予或加諸者除外。董事可以接受交回按之沒收的任何股份。

發出及作出沒收的通知

37. 倘根據本章程細則被沒收任何股份，必須從速向該股份的持有人或透過傳移而對該股份擁有所有權的人士（視情況而定）發出沒收通知，並須從速在股東登記冊或保管公司登記冊（視情況而定）中在該股份旁記錄已發出該通知、作出股份沒收及沒收的日期，但本章程細則的條文僅屬指引性質，任何沒收均不得因為沒有或忽略發出該通知或作出上述紀錄而以任何方式失效。

董事可處置被沒收的股份

38. 儘管有前述的沒收，董事可以在被沒收的股份以其他方式遭處置之前的任何時間基於股份一切應付催繳和利息的支付條款、就該股份招致的一切費用，並基於其認為合適的更多條款（若有）取消該沒收。

出售被沒收的股份

39. 按上述被沒收或交回的股份乃本公司的財產，可以註銷、出售、再配發或以其他方式按董事會認為合適的條款及方式轉予在沒收或交回之前乃該股份的持有人或對之享有權利的人或任何其他人士，並且可以在出售、再配發或處置該沒收或交回股份之前的任何時間按董事認為合適的條款取消沒收或交回。為執行任何出售，若有需要，董事可以授權一些人士將沒收或交回的股份轉讓予任何上述人士。

被沒收或交回股份的股東的權利及應付款項

40. 被沒收或交回股份的股東將停止根據該股份成為股東，然而，儘管股份被沒收或交回，其依然須向本公司支付股份被沒收或交回當天其就該股份須支付給本公司的一切款項連同利息，計息期是股份被沒收或交回當天直至付款當天，息率是年率百分之八(8)（或董事批准的較低息率），但如果及當本公司悉數收到就該股份支付的一切款項及董事會豁免支付該利息的全部或一部分，該項責任將結束。

41. 本公司對每股以每名股東的姓名持有（唯一或與其他共同持有）的股份、就之宣派或應付的股息、任何一切催繳款項及分期款項到期但未繳的股份及其利息和費用享有第一及首要留置權及質押權（非悉數實繳股份），但該留置權僅限於就之催繳但未繳或須支付分期款項但未支付的股份及本公司根據法例向該股東或身故股東催繳的款額。董事會可以豁免任何已產生的留置權，或決定任何股份可以在有限期內全部或局部豁免本條的規定。

42. 股東在支付就其持有的每股股份（不論是單獨持有還是與任何其他人士共同持有）當時到期須支付的一切催繳款項連同利息和費用（若有）之前，一概無權收取任何股息或行使任何股東特權。

43. 本公司可以按董事會認為合適的方式出售任何本公司有留置權的股份，但除非存有留置權的部分款項須即時支付、向當時與該股份相關的股東或因其死亡或破產而對股份享有權益的人士發出書面通知（註明及催繳須支付的款項）以及發出違約出售意向通知之後滿七(7)天，否則不得出售。為執行任何有關出售，董事會可以授權一些人士將出售的股份轉讓予該股份的買方。

44. 本公司股份（不論是沒收的股份還是本公司有留置權的股份）的出售所得款項淨額在支付該出售的費用後，將用於或用以支付或清償尚欠的催繳款項及累計利息和費用，餘款（若有）會支付予在出售之時對股份享有權利的股東或其遺囑執行人、遺產管理人或承讓人或按其指示支付。為執行任何出售，董事會可以授權一些人士將出售的股份轉讓予該股份的買方。

45. 就所有聲稱對該股份有權益的人士而言，由本公司一名董事作出註明該股份已在註明日期被正式沒收或交回或出售以清償本公司的留置權的書面法定聲明，是證明當中註明事實的不可推翻的證據。該聲明及本公司出售、再配發或處置該股份獲發給的代價（若有）收據連同向該股份的買方或獲配發人送達的蓋印股份證明書須（若有規定必須執行轉讓）構成股份的妥善所有權，而股份出售予、再配發予或轉予的人士的姓名須在股東登記冊中列為股份持有人或（視情況而定）在保管公司登記冊就該股份登記，其並不受約制見證購款（若有）的運用、其對股份的所有權亦不因該股份的沒收、交回、出售、再配發或處置的不合規例或不具效力而影響。

## 改變資本

新股份的權利  
及特權

46. 在不違反任何現有股份類別當時附帶的任何特別權利下，新股份必須按照股東大會在增設股份時指示（及如果沒有作出指示，則由董事決定）的條款及細則及附帶的權利和特權發行；在不違反本章程細則的條文下及特別是（在無損前述的整體性下）可以發行附帶優先權或股息和本公司的資產分派或其他合資格權利的股份。

向股東發行  
新股  
附錄2.2第(1)  
(f)段

47. (1) 受制於本公司在股東大會發出具相反規定的指示或除交易所的上市規則容許之外，所有新股份在發行之前必須先按各股東享有權利或持有的現有股份的數量（若情況容許）依比例向各股東要約。該要約必須以通知形式提出，通知須列明要約的股份數量及要約時限，若股東不接受將視為要約遭拒。在上述時限屆滿後或接獲受要約人告知其拒絕接受要約的股份，董事會可以按其認為對本公司最有利的方式處置該些股份。董事會亦可以用相同的方式處置董事會認為（基於新股份與有權受要約人士所持股份的比例理由）不能按照本條方便提出要約的股份。

(2) 儘管前文第47(1)條有所規定，但在不違反《公司法》及附例和交易所的上市規則下，本公司可以在股東大會中以普通決議案方式向董事會作出一般授權（無條件或按照普通決議案註明的條件），以：

- (i) 發行本公司資本中的股份（不論是以權利、紅利或其他方式）；及／或
- (ii) 作出或授予文據；及／或
- (iii) （儘管普通決議案賦予的權力可能停止生效）根據董事會在普通決議案生效時所作出或授予的任何文據發行股份；

惟必須符合下述情況：

- (a) 根據普通決議案（包括按照根據普通決議案作出或授予的文據而發行的股份，但不包括根據任何相關文據執行的任何調整所發行的股份）發行的股份或文據總數量不超過任何適用限制，並且符合交易所指定的方式計算；
- (b) 本公司行使普通決議案賦予的權力時，必須遵守交易所當時生效的上市規則（除非交易所豁免遵守）和本章程細則；及

(c) (除非本公司在股東大會上取消或改變) 普通決議案賦予的權力不得持續生效至通過普通決議案之後召開的股東週年大會結束之後，或法律規定須召開股東週年大會的日期，或《公司法》指定的其他時段屆滿之後(以較早者為準)。

(3) 儘管前文第47(1)條有所規定，但在不違反《公司法》下，不得規定董事會向因為外國證券法而倘沒有未登記有關股份或發行招股章程或其他文件便不能作出要約的股東要約新股份，但可以按其認為對本公司最有利的方式代表該些股東出售新股份的權益。

48. 除非發行條件或本章程細則有所規定，否則任何藉增設新股份而籌集的資本須視為本公司的原本普通資本的一部分，並須受制於本章程細則有關配發、支付催繳款項、留置權、轉移、沒收或其他方面的條文。

49. (1) 本公司可以藉普通決議案以《公司法》容許的方式，該等方式包括但不限於改變其股本：—

(i) 整合及分拆的全部或任何股份；

(ii) 取消在決議案通過當日無被任何人接受或同意接受或被沒收的股份數量，及按照根據《公司法》註銷的股份數量縮減其股本，倘其為股份(無票面值)則將股份數量減少至其拆細的股本數目；

(iii) 將其股份分為數個類別，並無損現有股份持有人先前獲賦予股份附帶的任何特別權利，分別是什麼優先、遞延、合資格或特別權利、優先權、條件或限制(若無規定則按本公司在股東大會所規定者)，惟一定要符合的是倘本公司發行不附帶表決權的股份，此類股份的名稱須加上「無投票權」一詞。如果股本包括附帶不同表決權的股份，每類股份(具最優先表決權的股份除外)的名稱必須加上「受限制投票權」或「受局制投票權」一詞；

(iv) 將全部或任何部分股份拆細(不違反《公司法》的條文和交易所的上市規則)，惟一定要符合的是在拆細股份時，每股削減股份的已付款項和未付款項(若有)的比例必定要與削減股份源自的股份的情況相同，令有關拆細股份的決議案可決定拆細產生的股份持有人之間，其中一股或更多股份可較其他股份享有優先、遞延或其他權利或受制於任何本公司有權附加於新股份的限制；及／或

其他新股受制於章程條文

整合、註銷及拆細股份的權力

香港上市規則附錄3第10(1)及10(2)段

(v) 在不違反本章程細則及《公司法》下，將任何類別的股份轉換成任何其他類別的股份。

(2) 在不違反並且根據有關法例下及按本公司在股東大會根據相關法例指定的條款及細則，本公司可以購買或以其他方式獲取其已發行股份。本公司按上述情況購買或獲取的任何股份可以根據相關法例註銷或處理。任何股份按上述註銷後，該股份附帶的權利和特權將失效。在任何其他情況下，本公司可以按照及根據《公司法》容許的方式持有或處理如此購買或獲取的股份。

49A. 倘本公司並非透過市場或投標購買或贖回其任何股份，則必須設定最高價格。倘購買乃透過投標進行，所有股東必須同樣可以投標。

50. 本公司可以藉特別決議案，在不違反任何規定並按法律獲得同意後削減股本或任何其他不得分派的儲備金。在無損前文的整體性下，註銷本公司根據本章程細則及《公司法》購買或以其他方式獲取的任何股份後，須按已註銷的股份數量削減本公司的已發行股份數量，倘任何註銷股份以本公司的資本購買或獲取，則須相應減少本公司的股本額。

## 股票

51. 本公司可以藉普通決議案將任何或全部實繳股份轉換成股票，並可以不時藉決議案將任何股票再轉換成任何面值的實繳股份。

52. 股票持有人可以根據股票轉換之前的股份轉讓規定及方式，或按情況近似的規定或方式，並在不違反本章程細則下轉讓股票或其任何部分，惟股票必須按董事不時釐定的單位轉讓。

53. 股票持有人必須按持有的股票單位數量在股息、資本回報、表決和其他事項上享有相同的權利、優先權和利益，猶如持有股票源自的股份，但不因為任何股份單位數量而享有此種優先權或利益（清盤時的股息、資本回報和資產除外），而該轉換不得影響或損害轉換的股份附帶的任何優先權或其他特權。

54. 本章程細則一切適用於實繳股份的條文亦適用於股票，本章程細則中**股份**和**股份持有人的**詞彙或相類詞句須包括**股票**和**股票持有人**。

## 股東大會

- 股東週年大會  
香港聯合政策聲明第36段
55. (1) 在不違反《公司法》的條文下，本公司每年除在該年度內舉行任何其他會議之外須召開一次股東大會，稱為股東週年大會，本公司一(1)次股東週年大會與另一次股東週年大會不得相隔超過十五(15)個月。股東週年大會必須在董事指定的時間和地點舉行。
- 特別股東大會
- (2) 股東週年大會以外的一切股東大會須稱為特別股東大會，任何會議舉行的時間和地點必須由會議召集人決定。
- 召開特別股東大會  
香港聯合政策聲明第39段
56. 董事會可以隨時按其認為合適的時候召開特別股東大會，特別股東大會須因應要求舉行。倘無董事要求則可以由提請人要求召開，提請人包括持有本公司少數股份的股東，持股量不得高於10.0%。倘在任何時候在新加坡沒有足夠董事能構成董事會會議的法定人數，任何董事可以按最接近董事召開會議的方式召開特別股東大會。

## 股東大會通知

- 股東大會通知  
附錄2.2第(7)段  
香港聯合政策聲明第37段
57. (A) 在不違反相關法例下，任何股東週年大會必須至少以二十一個完整營業日的書面通知召開。倘建議在任何特別股東大會通過特別決議案或已就決議案向本公司作出特別通知，亦須至少以二十一個完整營業日的書面通知召開。一切其他特別股東大會必須至少以十四個完整營業日的書面通知召開。通知期不包括送達或視為已送達通知的當天及股東大會舉行的當天（視情況而定）。
- (1) 為免生疑問，「營業日」指香港聯合交易所開放進行證券買賣的任何日子。
- (2) 意外疏忽向任何有權接收通知的人士發出通知或任何有權接收通知的人士收不到通知，均不導致任何股東大會的議事程序無效。
- 通知內容  
附錄2.2第(7)段
- (B) (1) 所有書面通知均須註明舉行會議的地點、日期和時間，倘有特別業務，必須向全體股東和交易所送交列明該特別業務的一般性質的書面通知連同該特別業務的建議決議案聲明，惟根據本章程細則無權接收本公司發出該類通知的人士除外。每份通知必須：(a)在新加坡舉行者須在至少一份在新加坡發行的英文日報刊登，及(b)在香港舉行者須在至少一份在香港發行的英文日報及一份中文日報刊登，並須在相關會議舉行之前行刊登新加坡證券交易所有限公司或香港聯合交易所規定的天數。如果新加坡證券交易所有限公司或香港聯合交易所的規定發生衝突，則採用兩者之中最長的指定通知期。倘任何

會議延期十四天或以上，必須以相同的方式發出至少七天書面通知以知會延會的舉行地點和時間。惟一定要符合的是，倘會議延期三十天或以上，必須按召開原會議的方式發出延會通知。

只要決議案對任何董事的利益影響有別於對本公司其他股東的利益影響，通知必須披露該董事在決議案處理的事項的任何重大利益。

- (2) 倘召開的是股東週年大會，通知必須註明此乃股東週年大會。
- (3) 如果任何股東大會商議日常業務以外的業務（特別業務），通知必須註明該特別業務的一般性質，若任何決議案擬採用特別決議案形式或需要特別通知，通知便須包括註明該情況的聲明。

58. 日常業務是指及僅包括在股東週年大會中商議的以下類別事項，即：—

- (a) 宣派股息；
- (b) 接收及採納賬目、董事報告、核數師報告及須附連或附載於賬目的其他文件；
- (c) 委任或再委任董事以填補因為輪任或其他形式退任而在會議上出現的空缺；
- (d) 再委任退任核數師（惟其在股東大會上被本公司最後一次委任或其他情況則除外）；
- (e) 訂定核數師的酬金或釐定核數師酬金的訂定方式；及
- (f) 訂定第86條建議支付予董事的酬金。

任何審議特別業務的會議，必須連同通知一併發出有關該特別業務的建議決議案聲明。

## 股東大會議事

59. 除非在開始處理事務時有足夠法定股東人數出席大會，否則不得在股東大會上處理該等事務。除非另有註明，否則兩(2)名親身出席大會的股東可構成法定人數。在本條內，**股東**包括由委任代表或代理人或如屬已委任法人代表的法團，則由法人代表代其出席的人士，惟須符合以下條件(i)在計算法定人數時，代表多於一(1)名股東的委任代表只可當作一(1)名股東；及(ii)在計算法定人數時，當一名股東由超過一(1)名委任代表代表時，該等委任代表只可當作一(1)名股東。

如未有法定  
人數出席大  
會則大會延  
期

60. 倘若在由股東大會的指定舉行時間起計半小時之內，未有足夠法定股東人數出席大會，而倘若該會乃應股東的要求而召開，股東大會須予解散。如該會並非應股東的要求而召開，則須押後一星期在同一時間和地點舉行，或押後至由董事確定的日期、時間和地點舉行。倘若在押後會議的指定舉行時間起計半小時之內，未有足夠法定股東人數出席大會，股東大會須予解散。

書面決議案

61. 受《公司法》所規限，由有權投票的本公司各股東或如為法團，由其正式授權代表簽署的書面決議案與本公司於正式召開、舉行及構成組織的股東大會上通過的普通決議案具有相同作用及有效性，並可由多份格式相同的文件組成，各文件發送至一(1)名或以上有關股東，並由一(1)名或以上有關股東簽署或批准。「發送」、「書面」、「簽署」及「批准」等詞彙分別包括以經董事不時就此目的批准的任何電子通訊方式（包括（如董事視為必要）使用經董事批准的保安及／或識別程序及裝置）傳送至任何有關股東並獲其批准。惟有關免除舉行股東週年大會的決議案及有關需要《公司法》下特別通知的事項的決議案不得根據本第61條通過。

主席

62. 董事會主席或（如缺席）副主席（如有）須以主席身份主持各股東大會。倘並無有關主席或副主席或於任何股東大會上其於指定舉行股東大會時間後十五分鐘內未能出席或其不願擔任大會主席，則出席的董事須在董事當中推選一名董事，擔任股東大會主席，或倘並無董事出席或倘出席的全體董事不願意擔任主席，或因其他原因未能於董事當中推選一名董事擔任大會主席，則出席的股東須選出一名出席的股東作為大會主席。

大會延期

63. 主席可以在有足夠法定人數之任何股東大會上獲得同意下（如大會上有所指示，則須）將大會延期，在不同的時間及地點舉行，惟於任何續會上，除處理於大會押後時可能已合法處理的事項外，不得處理其他事務。如休會十四(14)日或以上，則須就續會發出有如原來大會的通告。除上述者外，並無必要就續會或將於續會上處理的事務發出任何通告。

投票方法

64. 在任何股東大會上，所有在大會上進行表決的決議案必須以投票的方式決定。

點票

65. 在不違反《公司法》和交易所規定的情況下，投票必須以主席所指定的方式（包括採用選票或票紙或票單）進行，投票結果將視為股東大會的決議。倘交易所的規則規定必須披露結果，則本公司須披露投票中所投的票數。

65A. 每次股東大會必須委任至少一名監票人。獲委任的監票人（一名或多名）必須為獨立於執行投票程序的人士。倘若獲委任的監票人與在股東大會中通過的決議案（一項或多項）有利益關係，必須避免出任該決議案（一項或多項）的監票人。獲委任的監票人須履行以下職責：

(a) 確保在股東大會舉行之前已預備好妥善的表決程序；及

(b) 指示及監督數算股東透過委任代表及親自投的票。

66. 如果計入了任何不應計入或可能已遭拒絕的票，除非在同一股東大會或股東大會延會中指出此失誤，否則該項失誤不得導致表決結果無效，並除非主席認為錯誤程度嚴重，否則不會導致表決結果無效。

67. 在不違反《公司法》和交易所規定的情況下，如果贊成和反對的投票相等，股東大會主席有權在其作為股東或某股東的委任代表有權所投的一票以外另外投第二票或決定票。

68. (空白。)

69. (空白。)

## 股東投票

70. (1) 在不違反及無損當時構成本公司股本一部分的任何特別股票類別當時所附有的任何投票特權或限制及第6條的規定下，每名股東均有權投票，並且可以親自投票或由委任代表或代理人代為投票（如屬法團則由代表投票）。每名有權投超過一(1)票的人士無需使用所有票數或以相同的方式投所有的票。

(2) 每名親自出席或由委任代表、代理人或代表出席的股東每持有或代表的一股股份可以投一(1)票。

(3) 儘管該等章程細則有任何規定，除非寄存人在相關股東大會舉行之前不遲於四十八(48)小時（**截止時間**）已獲寄存處或結算所（視情況而定）向本公司核證其姓名在寄存登記冊已登記為寄存人，而寄存處是代其持有本公司的股份，否則該寄存人無權出席任何股東大會及在股東大會上發言或投票。為確定寄存人或其委任代表可以在表決中所投的票數，寄存人或其委任代表將被視為在寄存處向本公司核證其於截止時間持有或代表寄存人證券賬戶所存的股份數目。如果寄存人已經將其證券賬戶於截止時間的結餘股份攤分給兩(2)名委任代表，則攤分予兩(2)名委任代表的

該些數目股份必須按照寄存人在委任該等委任代表時註明的相同比例作分攤。委任寄存人委任代表的文據概不得因為記入該寄存人證券賬戶的股份數目於截止時間與寄存人的證券賬戶於相關股東大會舉行之時的真實結餘狀況有任何出入而導致無效（假如該文據是以上述方式處理）。

聯名持有人的投票權  
附錄2.2第(8)(b)段

71. 如果任何股份有聯名持有人，則該些人士之中任何一(1)名均可在任何會議中投票並被計入法定人數，不管是親自出席或由委任代表或代理人出席（如屬法團則由代表出席），猶如其為全權享有該權利。不過，如果超過一(1)名該等聯名持有人出席任何會議，則就該股份登記於股東登記冊或寄存登記冊（視情況而定）的首名人士將有權就有關事宜投票。就本條而言，倘股份登記人為已故股東，而其遺囑執行人或遺產管理人超過一名，則彼等將被視為有關股份的聯名持有人。

精神不健全股東的投票權

72. 如果有任何股東患精神病、癡呆或精神不健全，可以由所屬委員會、財產保佐人或任何其他妥為管理其財產的人士代為投票，而該類委員會、財產保佐人或其他人士可以由委任代表或代理人代為投票，惟必須在舉行會議的指定時間之前不少於四十八(48)小時按董事向聲稱獲授權投票的人士提出的要求，將有關證據送抵辦事處。

投票權  
附錄2.2第(8)(a)段  
香港聯合政策聲明第38段

73. 在不違反該等章程細則的條文下，每名股東可以親自或由委任代表或代理人（如屬法團則由代表）就已繳足的股份以及部分已繳而未到期催繳且未支付股份出席任何股東大會、在會上發言及投票，並且被計入大會的法定人數。如果某股東委任超過一(1)名委任代表，則在釐定法定人數時只會計入一(1)名委任代表。

點票  
香港上市規則附錄3第14段  
香港聯合政策聲明第38段

73A. 如果本公司知悉任何股東根據交易所規則必須避免就本公司的任何一項決議投票或被限制只能就本公司的任何一項決議案投贊成票或反對票，則若該股東親自或由代表替其所投的票違反有關規定或限制，該票將不會計算入內。

反對

74. 概不得對任何投票人的資格提出反對，除非在會議上或延會上作出或提出反對該票，該會議中每張沒有不被批准的票就所有目的而言均有效。任何及時提出的該類反對必須交由會議主席決定，而主席的決定為最終及不可推翻。

進行表決的投票

75. 進行表決時，可以由股東親自或由委任代表或代理人投票（如屬法團則由代表投票），有權投超過一(1)票的人士無需使用所有票數或以相同的方式投所有的票。

委任委任代表

76. (1) 除非《公司法》另有規定，倘股東持有超過一(1)股股份，則可委任一名或超過一名委任代表出席股東大會並於會上投票，惟：

- (2) 倘股東為寄存人，則本公司應有權：—
- (i) 倘於截止時間於由寄存處向本公司核證的證券賬戶中並無顯示有任何已登記的股份，則拒絕該寄存人遞交的任何委任文據；及
  - (ii) 接納獲寄存人委任的委任代表於投票表決時的有效票數相當於或少於在截止時間由寄存處向本公司核證的該寄存人證券賬戶中登記的股份總數的票數，而不論有關票數大於或小於由該寄存人或代表該寄存人簽署的委任文據中指定的數目。
- (3) 倘股東委任超過一(1)名委任代表，則股東須列明每名委任代表所代表的股份比例。若未列明有關比例或數目，則名列首位的委任代表被視為代表100%股權，而任何名列其次的委任代表則作為首名委任代表的候補。
- (4) 股東並無委派委任代表的股份所附之投票權僅可於相關股東大會由股東親自或其代理人行使，倘為法團股東則僅可由其代表行使。
- (5) 當股東委派予委任代表的股份超過以其名義在股東登記冊登記的股份數目，或若為寄存人，其超過於截止時間於由寄存處向本公司核證的寄存人證券賬戶中寄存的股份，則相關委任代表將不可行使未以該股東名義於股東登記冊登記或於截止時間於寄存人證券賬戶中寄存（視情況而定）之股份的投票或權利。
- (6) 若主席獲委任為委任代表，其可授權任何其他人士代其擔任委任代表。倘主席已委任另一人士擔任委任代表，則該名人士將被視作代表主席作為委任代表所代表的所有股東。若股東出席會議，則其委任的代表無效。

委任代表無  
需為股東  
附錄2.2第(8)  
(c)段  
附錄2.2第(8)  
(e)段  
委任代表的  
委任文據  
香港上市規  
則附錄3第  
11(1)段

77. 委任代表或代理人無需為股東，且可於任何股東大會就任何事宜投票表決時投票。
78. (1) 任何委任文據須以通用形式或董事批准的任何其他形式以書面作出，（惟此規定不得妨礙同時使用兩種形式）且董事會可酌情將適用代表委任文據連同任何會議通告一併寄出。此外，有關文據
- (i) 若為個人，須
    - (A) 經委託人或其正式書面授權的代理人親筆簽署（若親自送交或以郵寄方式送達文據）；或
    - (B) 經該名個人以董事可能批准的方法及方式授權（若文據是以電子通訊方式送達）；及

(ii) 若為法團，須：

- (A) 根據其章程文件以印章簽立，或經其代理人或其正式授權的高級職員親筆簽署，或按適用法律以適當方式簽立（若親自送交或以郵寄方式送達文據）；或
- (B) 經該法團以董事可能批准的方法及方式授權（若文據是以電子通訊方式送達）。

- (2) 董事可（但非必須）要求出具任何相關代理人或高級職員的授權證據，而本公司須全面接納董事批准以供於相關股東大會日期使用的代表委任表格的有效性。
- (3) 委任文據應視為包括於大會上發言及要求或加入要求投票表決的權利。除另有指示外，委任代表或代理人應酌情表決。於委任文據的簽署無須由見證人見證。除當中載有相反指示外，委任文據對其相關大會的任何續會應同樣有效。

79. 代表委任文據原件，連同據此簽署委任文據的授權書或其他授權文件原件（若有）或該授權書或其他授權文件的正式核證副本（倘之前未於本公司登記），須與委任文據原件一併保存，並須於其擬使用的大會或續會（或倘於大會指定投票時間前投票表決）指定舉行時間最少四十八(48)小時前，送交辦事處或註冊辦事處或召開大會的通告內就此目的所指定的其他地點（若有），倘未有如此行事，委任文據可被視為無效。除當中載有相反指示外，委任文據對其相關大會的任何續會應同樣有效，惟倘委任文據涉及一(1)次以上大會（包括其任何續會），並曾按此方式就任何大會交付，則無須就其有關的任何隨後大會而再次送交。代表委任文據或授權書或其他授權文件（若有）若以電子通訊方式送達，須通過召開大會的通告內或以附註方式或在召開大會的通告隨附的任何文件就此目的所指定的方法接收。

80. 即使委託人辭世或精神錯亂、撤銷委任代表或委任代表所依據的授權或與委任代表相關的股份已被轉讓，只要本公司辦事處（或其他存放任命委任代表的文書的指定地點）在委任代表需出席的大會或續會召開前（在需投票的情況下則為指定點票時間前）並無收到有關任何辭世、精神錯亂、撤銷或轉讓事項的書面提示，則委任代表依據委任文書（就本章程細則而言亦包括授權書）指示作出的表決仍然有效。

80A. 在本章程細則及《公司法》的規限下，董事可全權酌情批准及實施（受可能視為必要或合適的安全措施約束）投票方法，以給予在任何股東大會上未能親身投票的股東選擇權進行遙距投票，包括但不限於透過郵件、電子郵件或傳真投票。

由代表行事的法團

81. 身為本公司股東的任何法團均可藉董事或其他管治團體的決議，授權其認為合適的人士作為其代表，出席本公司任何大會或本公司任何類別股東大會；因此獲授權的人士有權代表其所代表的法團行使該法團的權力（猶如其為本公司的個人股東）。根據本條，本公司有權視蓋上法團印章的證書正本為任命或撤銷任命代表確實證據。

由代表於會上行事的結算所  
香港聯合政策聲明第40及41段

81A. 如結算所（或其代理人，為法團）為股東，其可授權其認為合適的任何人士在本公司任何大會或類別股東大會上擔任其代表或委任代表，惟倘超過一名人士獲如此授權，該項授權或代表委任表格須指明每名按此獲授權之有關人士所代表之股份數目及類別。每名根據本第81A條獲授權之有關人士均被視為已獲正式授權，無需出示任何其他所有權文件、公證授權書及／或其他實證以證明有關人士獲正式授權，有關人士有權代表該結算所行使其（或其代理人的）同等權利及權力（猶如其為持有本公司股份且為註冊股東的結算所（或其代理人））。

## 董事

董事人數  
附錄2.2第(9)(a)段

82. 董事人數不得少於兩(2)名，且均須為自然人。

董事的委任及罷免

83. 本公司於股東大會上可（在本章程細則的規限下）不時在任何董事的任期屆滿前將其罷免（即使本章程細則或本公司與相關董事訂立的任何協議另有規定）並委任他人代替遭罷免的董事，可增加或減少董事人數，並可變更其股份資格。除非股東大會另有決定，董事人數不設上限。

資格

84. 董事無須為股東，亦毋須持有本公司任何股份，且有權出席股東大會並於會上發言，惟根據《公司法》條文，董事獲委任當日不得年屆或超過七十(70)歲。

袍金  
附錄2.2第(9)(d)段

85. (1) 董事袍金須由本公司於股東大會上不時釐定，該等袍金不得增加，惟根據在股東大會上通過的普通決議案增加則除外，而該項建議增加的通知須於召開股東大會的通告內提出。該等袍金須按董事同意的比例及方式分派予各董事，如未能達成協議，則由各董事平分，惟如屬後者，若任何董事僅在應付袍金期間部分時間出任董事，則該董事僅可按比例收取相關任期的袍金。

(2) 倘董事獲指派擔任任何行政職務或委員會成員，或作出或提供董事會認為非董事一般職務的服務，則董事會可決定向相關董事支付額外薪酬，惟必須遵守本條的規限。

(3) 董事袍金（包括根據上述第85(2)條的任何薪酬）（不包括執行董事）將以固定款項支付，但任何時候均不能以盈利或營業額的佣金或百分比支付，並且董事（不論是執行董事或其他人士）的酬金概無以營業額的佣金或百分比支付。

86. 董事可報銷參加董事會議或任何董事委員會會議或股東大會或其他為本公司業務履行董事職責而支付的所有往返交通費或其他合理費用。

87. 根據《公司法》，董事會可代表本公司向任何董事或曾在本公司擔任其他受薪職位或職務的前任董事、其遺孀、所供養人士、親屬或關連人士或任何有關人士支付恩恤金或其他退休、退休養老、撫恤或傷殘福利，亦可為購買或提供相關恩恤金、退休金或養老津貼的基金供款及支付費用。

88. 董事會可為了當前或將來受僱於本公司或本公司業務前身或任何附屬公司或為此等公司提供服務的任何人士（包括董事及其他高級職員），或為此等人士的妻子、孀婦、家人或受供養者的利益而爭取設立及維持或參與又或分擔任何不需供款或需供款的長俸或退休基金、人壽保險計劃或任何其他計劃，以及向上述人士支付、撥付或爭取給予捐款、賞金、長俸、津貼、利益或報酬。董事會亦可爭取成立及資助或加入及支持預計有利於上述任何有關人士或有助促進本公司或任何上述其他公司或其股東的利益及福祉的任何機構、社團、協會、基金或信託或向其認捐，及可為上述任何有關人士支付保險費，及為慈善或仁愛宗旨或為任何展覽或任何大眾、一般或有用目的而作出認捐或擔保。

89. (1) 獲悉其以任何方式於其在與本公司訂立的合約或安排，或建議訂立的合約或安排中（不論直接或間接）擁有權益的董事，倘彼已知悉彼當時存在該權益，則應於首次考慮訂立合約或安排之問題的董事會會議上聲明其權益性質；於任何其他情況下，則在彼知悉彼擁有或變為擁有該權益後的首屆董事會會議上作出上述聲明。就本條而言，向董事會發出之全體通知若說明(a)彼為指定公司或商號的股東或高級職員，並將被視為在其與該公司或商號可能在發出通知當日之後訂立的任何合約或安排中擁有權益；或(b)彼將被視為在彼與與彼有關連的指定人士可能在發出通知當日之後訂立的任何合約或安排中擁有權益，則將視為已就任何上述合約或安排對本條規定的權益作出充分聲明，惟上述通知除非已於董事會會

議上提呈，或董事已採取合理措施確保該通知已於發出後的下屆董事會會議上提呈並閱讀，否則將為無效。

- 向董事貸款
- (2) 除非（倘本公司為香港註冊公司）經於採納本章程細則之日生效的《公司條例》（香港法例第622章）第505條批准，及除非獲相關法例批准，否則本公司不得直接或間接：(i)向本公司董事或本公司任何控股公司的董事或彼等各自的聯繫人（定義見交易所的適用規則）作出貸款；(ii)就任何人士向本公司董事或上述本公司任何控股公司的董事作出的貸款，訂立任何擔保或提供任何抵押；或(iii)倘本公司任何一名或多名董事持有（不論共同或個別，抑或直接或間接）另一間公司的控股權益，向該另一間公司作出貸款或就任何人士向該另一間公司作出的貸款訂立任何擔保或提供任何抵押。第89(2)條應僅在本公司股份於香港聯交所上市的情況下方為有效。
- (3) 董事不得對批准彼或任何與彼關係密切的聯繫人直接或間接擁有重大個人權益的任何交易、合約或安排抑或任何其他建議的任何董事會決議案投票，亦不得計入法定人數。

倘於任何董事會會議上產生有關董事權益重大程度，或有關合約、安排或交易抑或建議的合約、安排或交易的重大程度，或有關任何董事投票或計入法定人數的權利的任何問題，而該問題未能透過相關董事自願同意放棄投票或不計入法定人數解決，則應交由大會主席（若問題有關大會主席的權益，則為與會的其他董事）處理，大會主席（若適用，為其他董事）有關該董事（若適用，為大會主席）的裁決將為最終及終局決定，除非據該董事（若適用，為大會主席）所知，相關董事（若適用，為大會主席）權益的性質或程度尚未完全披露予董事會。經大多數獨立非執行董事批准後，可由本公司自費委聘專業顧問，而無須獲得董事會其他股東的事先批准。

- 股東大會批准
- (4) 本條之規定可整體或就任何特定合約、安排或交易而由本公司於股東大會上隨時作出任何程度的中止或放寬，而違背本條的任何特定合約、安排或交易，在遵循《公司法》及任何適用法律的情況下可由本公司普通決議案批准，惟其行動正待本普通決議案批准的董事，應放棄以股東身份於股東大會上就本普通決議案投票。

90. (1) 董事可兼任本公司任何其他受薪職位或職務(核數師除外)，及彼或彼作為股東的任何商號可在彼擔任董事期間以專業身份為本公司行事，薪酬及其他條款由董事會釐定。本公司董事可作為或出任由本公司發起或本公司可能(以賣方、買方、股東或其他身份)擁有權益的任何公司的董事或其他高級職員，或以其他方式於該公司擁有權益，而毋須向本公司交代其因出任該另一間公司的董事或高級職員，或在該公司擁有權益而收取的任何酬金或其他利益，除非本公司另有要求。為免生疑問，只要本公司股份於香港聯交所上市，獨立非執行董事或彼擔任股東的任何商號，不得於其擔任獨立非執行董事的任期內及於緊隨其獲委任前十二(12)個月內任何時間以任何專業身份為本公司行事。

(2) 董事可以其認為符合本公司利益的適當方式，及在其認為符合本公司利益的所有適當方面，行使本公司持有或擁有的任何公司股份所賦予的投票權，包括投票贊成委任本公司董事或委任彼等其中任何一名擔任上述公司之董事的任何決議案，或投票或規定向該公司董事支付酬金，而本公司任何相關董事可按上述方式投票贊成行使該等投票權，即使彼已獲或將獲委任為該另一間公司的董事。

## 首席執行官／董事總經理

91. 董事可不時按其認為合適的時期及條款委任一(1)名或以上董事或有關其他人士為本公司首席執行官／董事總經理(或所述的任何等同職位)，並可隨時(受其或彼等與本公司訂立的任何合約條文所限)罷免或辭退其職務，並委任另一名或多名人士代其或彼等。倘首席執行官／董事總經理(或擔任等同職位的人士)的委任為固定任期，則任期不得超過五(5)年。

92. 任何獲委任為首席執行官／董事總經理(或等同職位)的董事須如本公司其他董事一樣，遵守有關輪值退任、辭任及免職的相同條文，儘管其據此任職的服務合約條文有所規定，倘彼因任何原因終止擔任董事，彼須就該事實而立即地終止擔任首席執行官／董事總經理。

93. 首席執行官／董事總經理(或擔任等同職位的任何董事)的薪酬由董事不時釐定，並受本章程細則所限，可按薪金或佣金或利潤的分成或任何或所有該等方式收取薪酬，惟彼在任何情況下均不得以營業額的佣金或百分比作薪酬。

94. 首席執行官／董事總經理（或擔任等同職位的任何董事）須一直受董事控制，並受此所限下，董事可不時按其認為合適而根據本章程細則委託及賦予首席執行官／董事總經理（或擔任等同職位的任何董事）暫時的行使權力，並可賦予受董事認為合適的有關時限、有關條款及條件以及有關的限制所限的權力，董事可授予的權力可附加於或排除並取代董事為此授出的所有或任何權力，且董事可不時撤銷、收回、改變或變更所有或任何有關權力。

## 董事離職／罷免及辭任

95. (1) 除非本文或任何存續協議的條款另有規定，否則董事須在下列任何事件發生時離職：—
- (i) 根據《公司法》或任何其他法律所發出的任何命令被禁止擔任董事；
  - (ii) 根據《公司法》的任何條文而不再是董事；
  - (iii) 向辦事處遞交親筆簽署的辭職書或倘其提出書面辭職申請而董事決議接受有關申請；
  - (iv) 倘其破產或獲破產令或不再還款或與其債權人整體達成任何安排或債務重整協議；
  - (v) 倘因其患有或可能患有精神病或因其他原因無法管理其事務，且董事會決議其應離職，而由任何主管法院或政府官員頒令；
  - (vi) 倘其連續六(6)個月未得董事許可而缺席董事會且董事決議將其免職；
  - (vii) 本公司根據本章程細則於股東大會上通過決議將其免職；
  - (viii) 年滿七十(70)歲後所召開的股東週年大會結束時，惟須遵守《公司法》的條文規定；
  - (ix) 因技術問題外的原因而於任何司法管轄區無資格擔任董事；或
  - (x) 倘其神志不清。

- (2) 本公司可在發出特別通知後通過普通決議案罷免任何任期未滿的董事（即使本章程細則或本公司與該名董事之間任何協議另有規定，但不影響董事根據有關協議申索賠償的權利）。倘未有委任人選，則董事會可將有關空缺視作臨時空缺填補。

96. 除非本公司另行同意，否則，倘若獲本公司委任為本公司或其任何關聯或聯繫公司董事的人士被免除本公司董事職位或其董事職位遭取消，則須辭去有關董事職位且不會獲得任何賠償（即使該名董事與本公司或上述關連或聯繫公司之間有任何協議）。除非本公司另行同意，否則，倘若獲本公司委任為本公司任何關連或聯繫公司董事的本公司僱員基於任何理由不再為本公司僱員，則須辭去董事一職，且不會獲得任何賠償。

## 董事輪值告退

97. 在本章程細則及《公司法》的規限下，於每屆股東週年大會上，至少當時三分之一的董事（倘人數並非三(3)的倍數，則取最接近但不少於三分之一的人數）將輪席告退。為免生疑問，每名董事應至少每三(3)年輪席告退一次。於釐定哪些董事將輪席告退時，根據第95(2)條或第101條委任的任何董事將不考慮在內。

98. 輪席告退的董事應包括（在需要取得規定人數的情況下）任何願意告退而不願重選連任的董事，但不包括因年齡而應於大會上告退的任何董事。任何須告退的其他董事乃自上次獲重選連任或委任以來任期最長的董事，或自上次獲選以來任期達到三(3)年的董事。然而，倘多名董事乃於同日獲選連任，則將以抽籤方式決定須告退的董事（除非彼等另有協定）。退任的董事仍有資格重選連任。

99. 本公司於董事根據本章程細則的任何條文告退的股東大會上，可透過普通決議案選舉其他人士填補職務空缺。否則，退任董事應視為已獲重選，除非：—

- (i) 在該大會上明確議決不填補該職務空缺，或於大會上提呈重選該董事的決議案，但未通過；或
- (ii) 根據《公司法》，該董事不符合資格擔任董事職務，或彼已向本公司發出書面通知，表明不願重選連任；或
- (iii) 該董事已屆作為董事適用的退任年齡；或
- (iv) 委任的提名委員會向董事發出書面通知，表示鑒於該董事的貢獻及表現，其不適合獲重新委任。

任何視為已獲重選的董事之退任於大會結束後方可生效，而該董事將繼續在任而無間斷。

有意委任董事的通知  
香港上市規則附錄3第4(4)及4(5)段  
附錄2.2第(9)(b)段

100. 除在大會上告退的董事外，除非獲董事會推薦重選連任，任何人士概不合資格在任何股東大會上獲委任為董事，惟於大會指定舉行日期前不少於十一(11)個整日，於辦事處送交由正式合資格出席並於會上投票的若干股東發出其簽署的書面通知，說明彼有意提名該人士出選，以及送交由該獲提名人士正式簽署的書面通知，表示其同意該項提名、表明其候選資格或上述股東有意提名該人士則作別論，惟倘某人士獲董事推薦出選，則僅須發出九(9)個整日之通知，而每名候選人參選的通知應於進行選舉的大會舉行前至少七(7)個整日送達全體股東。

董事填補空缺及委任額外董事的權力  
香港上市規則附錄3第4(2)段  
附錄2.2第(9)(b)段

101. 董事有權隨時及不時委任任何人士擔任董事，以填補空缺或作為新增董事，但任何時間的董事總人數概不得超過本章程細則規定的最高數目(如有)。由此委任的任何董事，任期僅至下屆股東週年大會為止，而屆時將合資格重選連任，惟在該大會上釐定輪席告退的董事人數時，該董事將不計算在內。

## 候補董事

候補董事  
附錄2.2第(9)(1)段

102. (1) 任何本公司董事可隨時委任任何經其他大多數董事批准的人士(並非為董事或候補董事)就其認為合適的時間出任其候補董事，並可隨時罷免任何有關候補董事。就此獲委任的候補董事有權從本公司收取按其委任人不時以書面通知指示本公司，原應付予其委任人的酬金部分(如有)，但除上述者外，彼將不會就有關委任有權獲取本公司發放的任何酬金。向候補董事支付的任何袍金將從原應支付予其委任人的酬金中扣除。
- (2) 候補董事(受其給予本公司的新加坡地址所限)有權收取董事會議通告，並有權以董事身份出席委任彼的董事不能親身出席的任何有關會議並於會上投票，並於有關會議上在其委任人缺席下履行其委任人作為董事的所有職責。
- (3) 如候補董事的委任人因退任及於同一會議上獲重選以外的其他原因不再為董事，其將因此事實不再為候補董事。
- (4) 候補董事的所有委任及罷免於作出或終止有關委任的董事將其簽署的書面文件留於辦事處後生效。
- (5) 概無人士可獲委任為超過一(1)名董事的候補董事。概無董事可擔任候補董事。

- (6) 根據本章程細則，於計算暫時可允許的最低或最高董事人數時，候補董事將不計算在內，但就決定彼出席並有權投票的董事會議是否有足夠法定人數出席時，彼則計算在內。惟倘彼為唯一出席該會議的人士，彼則不構成法定人數，儘管彼可能為超過一名董事的候補董事。

## 董事議事程序

103. (1) 董事可共同舉行會議以處理事務、以其認為適當的方式押後及以其他方式處理會議。於任何會議上提出的問題須由大多數票決定，倘若表決票數相等，會議主席有權投決定票，惟倘若有兩(2)名董事構成法定人數，或只有兩(2)名董事有權就所提出問題進行投票，則該會議主席不能投決定票。
- (2) 董事可（而秘書應按董事要求）隨時以書面通知每名董事召開董事會會議，但不必就該董事會會議通知任何當時不在新加坡或香港境內的董事或候補董事。
- (3) 倘若因意外漏發董事會會議通知予任何董事，或任何董事未收到董事會會議通知，皆不會使該次股東大會的議事程序無效。
- (4) 董事可以通過電話會議、視像會議、視聽設備或其他電子通訊設備參與董事會會議，以此等方式所有參與會議人士可以同時聽到其他與會人士的聲音，不須親身出席，根據此規定出席的董事應被當作已親身出席該會議。在計算法定人數時，以上述方式參與會議的董事應被計算在內。任何經董事不時就該用途批准以傳真、電子郵件、電傳或電報等電子通訊方式（如董事認為有需要，包含使用經董事批准的保安及／或確認程序及裝置）所交付的確認其出席的文件上的董事簽署均可構成足夠證據證明其出席該會議。由主席簽署的該會會議紀錄足以證明任何以上述方式進行的會議的任何決議案。除非董事另行同意，此方式舉行的會議的召開地點應為最多參與會議的董事聚集的地點，或如果不存在這樣的與會多數董事，則會議召開的地點為主席可出席的地點。
- (5) 若會議並非以親身出席形式舉行，則所有董事必須被告知每名參與會議的董事，且除非已通知所有其他董事其將會停止參與該會議，否則參與董事不能中斷或停止參與該會議。

董事會會議  
附錄2.2第(9)  
(m)段

可召開董事  
會會議的人  
士

透過電子方  
式舉行會議

104. 除董事另有決定，董事處理事務所需之法定人數須為兩(2)人。出席人數達法定人數的董事會會議處理事務時即有資格行使當時董事可行使的所有權力及酌情權。

105. 即使董事出現任何空缺，在任的董事仍然可以行事，但如董事的人數減至少於本章程細則所定或根據本章程細則規定的所需董事法定人數，在任的一名或多於一名董事除了為增加董事的人數以達所規定的數目或為了召集本公司股東大會而行事之外，不得為其他目的而行事（情況危急例外）。若董事無法或不願採取該等行動，則任何兩(2)名股東可為委任董事而召開股東大會。

106. 董事可不時選出一名主席及（如有必要）副主席，並決定彼等之任期。副主席將於主席缺席時代替其履行職務。主席或副主席（如主席缺席）將以主席身份主持董事會會議，但如未選出該等主席或副主席，或如於任何會議上的約定舉行會議時間後五(5)分鐘內主席及副主席均未到會，到會董事可選舉其中一(1)名董事為會議主席。倘若表決票數相等，會議主席有權投第二票或決定票，惟倘若有兩(2)名董事構成法定人數，或只有兩名董事有權就所提出問題進行投票，則該會議主席不能投第二票或決定票。

107. 於任何日期由該日於新加坡或其他地方當時的大多數董事（不受法律或本章程細則禁止就有關決議案投票）批准的書面決議案（副本已發送至各董事）與於正式召開及舉行的董事會議上通過的決議案具有相同效力，並可由多份格式相同的文件組成，各文件由一(1)名或以上董事簽署。「發送」、「書面」、「簽署」及「批准」等詞彙分別包括以經董事不時就此目的批准的任何電子通訊方式（包括（如董事視為必要）使用經董事批准的保安及／或識別程序及裝置）傳送至任何有關董事並獲其批准。

108. 董事可將其任何權力，轉授予包含其認為合適的一名或多於一名董事作為成員的委員會；任何如此組成的委員會在行使獲轉授的權力時，須依從董事所施加於該委員會的任何規例。

109. 委員會可選出一位委員會會議的主席；如沒有選出主席，或在任何會議上，主席在指定舉行會議的時間之後五(5)分鐘內仍未出席，則出席的委員可在與會的委員中選出一(1)人擔任會議主席。

110. 委員會委員如認為恰當，可舉行會議及將會議延期。在任何會議上產生的問題，須由出席的委員以過半數票決定。如票數均等，主席有權投第二票或決定票。

儘管有形式上的瑕疵，董事的行為仍然有效

111. 任何董事會議或任何董事委員會或任何以董事身份行事的任何人士作出的所有行為，就真誠與本公司行事的所有人士而言，將被視為有效（儘管委任任何有關董事或人士出任上述職務時出現若干瑕疵，或彼等或當中任何人士不合資格或已被免職或無權投票），猶如各有關人士已妥為委任，且合資格並繼續為董事，以及有權投票。

## 董事的一般權力

董事處理本公司業務的一般權力

112. 本公司的業務由董事管理，而除本章程細則或另行指明董事獲賦予的權力及授權外，可行使或作出本公司可行使或作出的一切該等權力及一切該等行動及事項，而該等權力及行動及事項並非本章程細則或《公司法》指明或股東大會規定須由本公司行使或作出者，惟董事不得通過任何建議出售或處置本公司全部或絕大部分業務，除非本公司於股東大會上批准有關建議。本章程細則所授予的一般權力不受任何其他章程細則授予董事的任何特別授權或權力所限或制約。

委任地區董事會等的權力

113. 董事可在新加坡或其他地方設立任何地區董事會或代理機構，以管理本公司的任何事務，並可委任任何人士擔任該等地區董事會的成員或任何管理人或代理，及可釐定其薪酬，而且可將授予董事會的任何權力、權限及酌情權轉授予任何地區董事會、管理人或代理（附帶轉授權力），以及可授權任何地區董事會的成員或其中的任何一人填補地區董事會的任何空缺，即使該地區董事會出現成員空缺，該地區董事會仍可行事，而任何該等委任或轉授可根據董事認為適當的條款作出並受董事認為適當的條件規限；董事可撤換據此委任的任何人士，亦可廢止或改變任何該等轉授，但若真誠行事而未收到任何廢止或改變通知的人士則不應受其影響。

委任代理人的權力

114. 董事可不時通過蓋有印章的授權書委任任何公司、商號或人士，或任何其他不論由董事直接或間接提名的不定團體，就該目的作為本公司的代理人，並按他們認為合適的期間和條件，具有他們認為合適的權力、權限和酌情權（不得超越本章程細則賦予董事或董事可以行使的權力、權限和酌情權），而任何此等授權書可載有董事認為合適的條文，保障及便利人們處理此等授權，並可授權任何代理人分授其獲授予的全部或任何權力、權限和酌情權。

保管登記冊分冊的權力

115. 本公司或董事代本公司可行使就此而由《公司法》所賦予的權力，促使保存股東登記冊分冊，而董事可（受《公司法》條文規限）就存置任何有關登記冊按其認為合適者而作出及修訂有關規例。

支票及票據簽署

116. 所有支票、承兌票據、匯款單、匯票及其他可流通或可轉讓票據，以及就本公司所收款項而發出的所有收據均須按董事會不時藉決議案決定的方式簽署、開立、承兌、背書或以其他方式簽立（視乎情況而定）。

## 借貸權

董事借貸權  
附錄2.2第(6)  
段

117. 董事可酌情行使本公司的一切權力，以籌借或以其他方式籌集資金，並將本公司全部或任何財產或業務（包括任何未催繳或已催繳但未繳付股本）予以按揭、押記或抵押，以及發行債權證或提供任何其他抵押，不論直接或作為本公司或任何第三方的任何債項、負債或責任的擔保抵押。

## 秘書

秘書

118. 董事須以其認為合適的任期、酬金及條件委任一名或多名秘書以及一名或多名副秘書或助理秘書，而董事可罷免任何獲委任的秘書、副秘書或助理秘書。本章程細則或相關法例規定或授權由或對秘書作出的任何事宜，倘秘書職位空缺或基於任何其他原因並無可行事的秘書，可由或對任何助理秘書或副秘書作出，或倘並無可行事的助理或副秘書，則由或對一般或特別代表董事的任何本公司獲授權高級職員作出，惟本章程細則或相關法例規定或授權由董事及秘書行事或對董事及秘書行事的任何條文，不得由或對同一人身兼董事及秘書或代替秘書行事而被視為已獲遵守。

## 印章

使用印章

119. (1) 董事須訂定穩妥保管印章的措施，使用該印章須經董事批准，或經董事為此而授權的董事委員會的批准；每份蓋上印章的文書（在本章程細則對股票證書的規限下），均須由兩(2)名董事或由一名董事及秘書或董事就此而委任代替秘書的其他人士親筆簽署。

使用正式印章

(2) 本公司可行使《公司法》就境外使用的正式印章所賦予的權力，而此等權力須歸屬於董事會。

股份印章

(3) 本公司可設有《公司法》第124條所述的複製印章，即印章的複製本，並附有**股份印章**的字眼。

## 文件驗證

驗證文件的  
權力

120. 任何董事或秘書或任何由董事就此委任的人士有權驗證任何影響本公司組織章程文件的文件及任何由本公司或董事通過的決議案及任何有關本公司業務的賬冊、記錄、文件與賬目，以及證實有關副本或摘錄為真確的副本或摘錄；以及倘任何賬冊、記錄、文件或賬目存置於辦事處以外的地點，則存管該等賬冊、記錄、文件或賬目的本公司當地經理或其他高級職員須被視作前述由董事委任的人士。

董事決議案  
經認證副本

121. 充當董事決議案副本的文件，或董事會議記錄摘錄按上一條章程細則條文認證後，應成為以涉及本公司所有人士利益為依歸的最終證明，並證明該等決

議案已獲正式通過或（視情況而定）該等摘錄乃正式召開董事會議的真確記錄。根據本條或上一條章程細則作出的任何驗證或認證可透過經董事不時就此批准的任何電子或其他形式作出，包括（如董事視為必要）使用經董事批准的安全程序或裝置。

## 股息及儲備

派付股息

122. 倘獲本公司批准，董事可通過普通決議案宣派股息，惟不得以本公司溢利以外的資金派付股息（不影響細則所規定本公司支付股本利息的權力）。

分配股息  
香港上市規則附錄3第3(1)段

123. 在任何股份或股份類別附帶的任何權利或限制的規限下及除《公司法》另行規定外：

(a) 股份的所有股息必須按股東持有的股份數目按比例派付，惟倘若股份為部分已繳，則所有股息必須就部分已繳股份的已繳或入賬列為已繳金額按比例分配及派付；及

(b) 所有股息必須就派付股息的任何部分或多個部分期間的已繳或入賬列為已繳金額按比例分配及派付。

就本條而言，於催繳前就股份已繳或入賬列為已繳金額將忽略不計，並不賦予相關股份持有人參與分配其後宣派的相關股息的權利。

派付優先及  
中期股息

124. 無需根據第122條經本公司批准，倘若及只要董事認為本公司的溢利可用於有關派付，則董事可就有固定優先股息的任何指定類別股份，派付固定優先股息（根據股份發行條款，應於每半年的指定日期或規定的有關其他派付日期（如有）派付），亦可不時於其認為合適的日期向任何類別股東派付其認為合適金額的中期股息。

股息並不計  
息

125. 本公司概無需為就股份應付的股息或其他款項支付任何利息。

從股息扣減  
款項

126. 董事可自應付予任何股東的股息或其他款項中，悉數扣除當時該股東由於或關於催繳股款而應付本公司的款項（如有）或法例規定本公司須預扣或扣減的其他款項。

保留擁有留  
置權股份的  
股息

127. 董事可就本公司擁有留置權的股份保留應付的任何股息或其他款項，並可動用以償還存在留置權的相關債項、負債或協定。

128. 就任何人士根據有關轉交股份的本章程細則有權成為股東或任何人士根據本章程細則有權轉讓該等股份而言，董事可保留有關股份應付的股息，直至有關人士就該等股份成為股東或正式轉讓該等股份為止。

129. (1) 董事向獨立賬戶支付任何未申領股息或其他就股份而應付的款項，本公司並不會因此成為有關賬戶的受託人。所有於宣派後未申領的股息可作投資，或另行由董事為本公司的利益使用，任何於有關股息宣派日期起計六(6)年後未申領的股息可被沒收，而若被沒收，則歸本公司所有，惟董事可於隨後任何時間全權廢除有關沒收，並向於沒收前有權享有該等股息的人士支付所沒收的股息。為免生疑問，股東無論如何不會以任何形式獲得未申領股息所產生的利息、分佔所產生的收益或其他利益。倘寄存人退還任何股息或款項予本公司，自宣派股息之日或其他款項首次應付之日起計六(6)年期間已過之後，相關寄存人不得就該股息或款項向本公司提出任何權利或申索。

(2) 本公司向寄存人支付任何股息或應付寄存人的其他款項，自履行付款起，即解除本公司就該付款對寄存人承擔的任何責任。

130. 本公司可在董事建議下以普通決議案以分派指定資產（尤其是任何其他公司的繳足股份或債權證）或以任何一種或多種方式指示派付全部或部分股息，而董事須使有關決議案生效，倘若就有關分派出現任何困難，董事可按其認為合宜的方式清償上述分派，尤其是可發行零碎股票及訂定該等指定資產或其任何部分的分派價值，並可決定在該等固定價值落實後向任何股東作出現金派付以調整各方的權利及可按董事認為合宜的方式將任何該等指定資產授予受託人。

131. (1) 倘董事或本公司於股東大會上已議決或建議就本公司普通股本支付或宣派股息（包括中期、末期、特別或其他股息），則董事可進一步議決在董事認為合適的情況下，有權享有有關股息的股東有權就全部或部分股息選擇收取配發入賬列為繳足普通股以代替現金。在此情況下，下列條文將適用：

(i) 任何有關配發的基準須由董事釐定；

(ii) 董事須釐定股東有權就董事須如上述已通過有關決議案所涉及的全部或部分股息選擇收取配發入賬列為繳足普通股以代替現金的方式，而董事可就向股東發出通告、規定股東填寫的選擇表格（不論就某一次或多次股息或整體）、釐定作出有關選擇的程序或撤回上述

選擇以及必須提交作出或撤回選擇的選擇表格或其他文件的地點以及最後日期及時間的安排，以及就本條的條文在董事認為必須或適宜的情況下另行作出一切安排及進行一切事宜；

- (iii) 選擇權利可就已賦予選擇權利的全部該部分股息而行使，惟董事可以整體方式或就任何特別情況釐定有關選擇權須就有關部分的整體或任何部分而行使；
  - (iv) 不得就已正式行使股份選擇權的普通股（「已選擇普通股」）支付現金股息（或已賦予選擇權利的該部分股息），而作為替代及支付有關股息，普通股須按上述決定的配發基準向已選擇普通股的持有人配發及入賬列為繳足股份，並就此目的而言，儘管第135條的條文已有規定，董事(a)將資本化及應用本公司任何儲備賬的進賬或記入損益賬的任何或董事可能決定以其他方式分派的款項，數額為悉數繳足按有關基準向已選擇普通股的持有人配發及分派所需適當數目普通股股款；或(b)應用原應向已選擇普通股的持有人以現金支付的款項，支付按有關基準向已選擇普通股的持有人配發及分派適當數目普通股的款項。
- (2) (i) 根據第131(1)條的條文所配發普通股，在各方面與當時已發行普通股享有同等權益，惟僅就參與上述選擇所涉及的股息（包括作出上述選擇的權利）或於支付或宣派上述選擇所涉及的股息之前或同時支付、作出、宣派或公佈的任何其他分派、紅利或權利除外，除非董事另有列明，則作別論。
- (ii) 董事可根據第131(1)條進行一切其認為必須或權宜的行為及事宜，以使任何資本化生效，並有全權就零碎可分配股份作出其認為合適的條文（包括（不論本章程細則是否有任何相反條文）全部或部分零碎權益可匯總及出售並向有權收取者分配所得款項淨額，或可不獲受理或向上或向下調整的條文，或將零碎權益的利益撥歸本公司而非有關股東所有的條文）。

- (3) 當出現董事按第131(1)條的規定作出議決時，董事可決定該段項下的選擇權利，不得提供予於董事可能釐定的日期後在股東登記冊或（視情況而定）寄存登記冊登記為普通股持有人的人士或登記進行轉讓有關普通股，惟董事認為適合的例外情況除外，而在該情況下，本條的條文在受有關決定規限下閱讀及詮釋。
- (4) 當出現董事按第131(1)條的規定作出議決時，董事可進一步釐定不得向在股東登記冊或（視情況而定）寄存登記冊登記的地址為新加坡或香港以外的股東或董事可能全權酌情決定的其他股東或類別股東，配發該段所述的股份或提供股份選擇權利，而在該情況下，上述股東的唯一權利為以現金收取議決或建議支付或宣派的相關股息。
- (5) 不論本條的前文所述，倘於董事議決就任何股息應用第131(1)條的條文後但於據此配發普通股前任何時間，董事認為基於任何事件或情況（不論於該決議案之前或之後產生）或基於任何其他事項，不再權宜或適宜執行該建議，則董事可全權酌情且無需確定任何原因，取消建議應用第131(1)條。

以支票派付  
股息

132. 就股份應以現金派付的任何股息或其他款項可以支票或股息單派付，並以郵寄方式寄發予股東或有權收取人士的登記地址，或倘若多名人士登記為股份聯名持有人或因持有人身故或破產而有權擁有股份，則寄發予任何一名該等人士，或該等人士可以書面指示的有關人士及有關地址，惟倘股東為寄存人，則本公司向寄存處支付應付寄存人的任何股息，以已付款項為限，應解除本公司就該等付款的任何進一步責任。每張支票及股息單應以只付予抬頭人的方式付予收件人或持有人或聯名持有人或因持有人身故或破產而有權擁有股份的該名人士或該等人士可能指示的人士，而有關人士簽收支票，則代表本公司已妥為付款。每張支票及股息單的郵遞風險概由有權收取其所代表的款項的人士承擔。

轉讓生效

133. 股份轉讓登記前，相關股份獲宣派股息的權利不會轉讓。

轉撥利潤至  
儲備的權力

134. 董事可不時從本公司利潤中提撥彼等認為合適的款項至儲備。該款項將按董事酌情決定用於應急、逐步償還本公司任何債項或了結其任何責任，或修葺或保養本公司工程、廠房及機器，或分派特別股息或花紅，或分派一般股息，或可適當利用本公司利潤的用途，而在作上述用途之前，可用於本公司業務或作投資。董事可將儲備分為其認為合適的有關特別基金，並可將已可能攤分儲備的任何特別基金或任何特別基金的一部分合併為一項基金。董事

亦可以不把該款項存放於儲備，而把其認為審慎起見不予分派的任何利潤結轉。董事於轉撥有關款項至儲備以及應用有關款項時，須遵守相關法例的條文。

## 利潤及儲備資本化

將利潤資本化的權力

135. (1) 董事倘獲本公司的普通決議案（包括根據第47(2)條通過的任何普通決議案）批准，可：

(a) 發行紅股，而毋須由下列日期營業時間結束時股東登記冊或（視乎情況而定）寄存登記冊上登記為股份持有人的人士向本公司支付代價：

(i) 普通決議案日期（或其所註明或按其規定所釐定的其他日期）；或

(ii) （就根據第47(2)條通過的普通決議案而言）由董事

按當時持股比例釐定的其他日期；及

(b) 將本公司儲備賬或其他未分派儲備任何一方任何進賬金額，或損益賬任何進賬金額撥充資本，將有關金額分配予下列日期營業時間結束時股東登記冊或（視乎情況而定）寄存登記冊上登記為股份持有人的人士：

(i) 普通決議案日期（或其所註明的或按其規定所釐定的其他日期）；或

(ii) （就根據第47(2)條通過的普通決議案而言）由董事

按當時持股比例釐定的其他日期，其運用有關金額代其繳足未發行的股份（或在當時已發行的任何股份或類別股份早前獲賦予的任何特別權利的規限下，並非可贖回股份的任何其他類別未發行股份），按上述比例向彼等並在彼等之間，按入賬列為繳足方式進行紅股配發及分派。

(2) 在不影響第135(1)條及第137條所規定的權力下，及除此以外，董事應有權發行股份，而毋須就該等股份支付任何代價及資本化本公司毋須為任何有權收取累計或非累計優先股息的股份進行支付或派發任何股息的任何未分派溢利或其他款項（包括滾存至任何儲備的溢利或其他款項），並應用有關溢利或其他款項以繳足有關股份的股款，在各情況下按有關股份的條款，須於發行後由任何股份獎勵或購股權計劃或本公司推出並獲股東於股東大會批准的計劃的參加者持有或以其利益持有，並按董事認為合適的條款進行。

136. 空白。

董事作出一切行為及事宜使之生效

137. 董事可作出其認為為使任何該等紅股發行及／或資本化生效而屬必要或權宜的一切行為及事宜，而董事可全權就滿足於股東登記冊或（視情況而定）寄存登記冊上的股份持有人的權利訂定條文，並可按其認為合適者，對將會產生的任何零碎權益訂定條文（包括不理會零碎權益或將有關利益撥歸本公司而非有關股東的條文）。董事可授權任何人士代表擁有權益的所有股東，與本公司訂立協議，以就任何該等紅股發行及／或資本化及相關事宜訂定條文，而按此權力訂立的任何協議須為有效並對各方具約束力。

## 會議記錄及簿冊

會議記錄

138. (1) 董事須安排將會議記錄記入為下述事項而設置的簿冊：—

- (i) 董事就高級職員所作出的一切委任；
- (ii) 每次董事會議及任何董事委員會會議的出席董事的姓名；及
- (iii) 所有在本公司、任何類別股東、董事及董事委員會會議上作出的決議案及該等會議的議事程序。

(2) 任何有關會議記錄，如果聲稱由該會議的主席簽署，或由隨後會議的主席簽署，即已為最終證據，不須再證明其中所列的事實。

保存登記冊等

139. 董事應依照《公司法》條文（尤其有關為本公司抵押財產而產生或會影響本公司的抵押財產而進行登記的條文）妥善保存董事及秘書登記冊、股東登記冊、按揭及抵押品登記冊以及董事的股份和債權證登記冊各一份，並負責製作及提供該等登記冊及任何本公司債權證持有人登記冊的副本。

登記冊等的形式

140. 本章程細則或《公司法》所要求由本公司或代表本公司存置的任何登記冊、索引、會議記錄冊、賬冊或其他簿冊可以錄入訂本式賬簿或以任何其他方式作記錄。如不使用訂本式賬簿，則董事須採取足夠預防措施以防偽造及方便搜尋。

## 賬目

董事存備正確賬目

141. 董事必須促使存備為遵行《公司法》條文而存備的賬目和其他紀錄，並須促使以能夠方便和妥善審核的方式存備該等紀錄，以便真實公允地反映本公司的事務及說明本公司的交易。

142. 根據《公司法》第199條的條文，賬冊應存放於辦事處或新加坡境內董事認為合適的其他地點，董事可隨時查閱。除非法律容許，或獲董事或本公司一般決議授權，否則任何股東（除了董事）均無權查閱任何賬冊或賬簿或文件或其他本公司紀錄。

143. 根據《公司法》條文，董事必須促致編彙所需的損益賬、資產負債表、綜合賬目（若有）及報告，並且在股東大會中將之提交本公司省覽。在本公司財政年度結束直至本公司舉行本公司股東週年大會之間，相隔的時間不得超過四(4)個月（或《公司法》、附例和交易所上市規則指定的其他時段）。

144. 在股東大會前提交本公司省覽的資產負債表和損益賬的副本（包括相關法例規定必須附連為附件的每份文件）須連同每份相關的核數師報告的副本和董事報告，在會議舉行日期之前不少於二十一日以郵寄方式送抵本公司每名股東和每名債權證持有人（若有）的登記地址，以及每名根據《公司法》條文或本章程細則有權收到本公司通知的人士，惟本條不規定須將此等文件的副本送交任何本公司不知悉其地址的人士、超過一(1)名本公司股份聯名持有人或因為持有人去世或破產或其他原因而有權收取本公司通知的多名人士，但任何股東倘無獲送交此等文件的副本，有權向辦事處免費申請副本。

在充分符合一切適用相關法例、法規和規例（包括但不限於交易所規則），並且已獲得一切所需同意（若有）的情況下，則以任何相關法例不禁止的方式向任何人士送交撮錄自本公司年度賬目和董事報告的財務報表摘要（必須以適用法律和法規所規定的形式及包含所規定的資訊），須視為已經符合本第144條的規定，惟因其他原因而有權獲得本公司年度財務報表和董事報告的任何人士若以書面向本公司送達通知，可要求本公司在財務報表摘要以外另外送交一份完整的本公司年度財務報表和有關董事報告印刷本。

當本公司根據一切適用相關法例、法規和規例（包括但不限於交易所規則），在本公司的電腦網絡或以任何其他獲許的方式（包括發送任何形式的電子通訊）發佈文件副本，而該人士同意或視為已經同意視該等文件發佈或收取方式為本公司已履行其送交該等文件副本的義務，則將視為已經符合向該人士送交本第144條規定的文件。

145. 在向股東送交該等文件的同時，須向交易所提交前條提述數量的文件或交易所要求的其他數量的文件。

## 核數師

委任核數師  
香港聯合政  
策聲明第35  
段

146. 核數師乃依照《公司法》的條文委任，其職責亦受《公司法》的條文規管。本公司每一名核數師均有權隨時查閱本公司的會計及其他記錄，並根據《公司法》規定作出報告。每年於股東週年大會或其後的特別股東大會，股東須委任一名核數師審核本公司賬目，而該名核數師的任期將直至下一屆股東週年大會為止。該核數師可為股東，惟董事或本公司高級職員或僱員於任職期間並不合資格出任本公司的核數師。核數師酬金由本公司於股東大會上釐定。核數師的罷免須經普通決議案通過。由於核數師辭職或死亡而引致核數師的職位出現空缺，或當其須要履行職務而卻因疾病或其他原因令其喪失履行職務能力時，董事應委任另一名核數師以填補該空缺並釐定獲委任核數師的酬金。

儘管有形式  
上的瑕疵，  
核數師的行  
為仍然有效

147. 受《公司法》條文所規限，任何以核數師身份行事的人士作出的所有行為，就真誠與本公司行事的所有人士而言，將被視為有效，儘管其委任出現若干瑕疵，或彼於委任時不合委任資格。

核數師有權  
收取股東大  
會通告及出  
席股東大會

148. 核數師有權出席任何股東大會，並有權收取任何股東有權收取的有關任何股東大會的所有通告及其他通訊，且有權在任何股東大會就會上任何有關其作為核數師的事宜陳詞。

## 通告

送交通告

149. 任何通告或文件（包括任何「公司通訊」，其定義與交易所規則下所賦予的涵義相同），不論是否由本公司根據本章程細則向股東提交或發出，其形式均須為書面形式或經由電報、電傳、傳真傳送的訊息或其他電子通訊形式。任何該等通告及文件在由本公司向任何股東送達或交付時，可由專人送交或以預付郵資的信封郵遞至該股東在股東登記冊上的新加坡或香港登記地址，或如為寄存人或結算所（視情況而定），由寄存處或結算所（視情況而定）以寄發該通告或文件為目的向本公司提供的地址，或股東就此目的向本公司提供的任何其他地址，或可按股東就向其發出通告而向本公司提供，或按傳送通告的人士合理及真誠相信在有關時間傳送即可使股東妥為收到通告的任何有關地址或任何電傳或傳真傳送號碼或電子地址號碼或網址（視情況而定）傳送有關通告，或可按照交易所規定在適當報章刊發廣告而作為送達，或在適用法律許可的範圍內，將通告登載於本公司網站或交易所網站，並向股東發出通知，說明有關通告或其他文件在有關網站可供查閱（「可供查閱通知」）。可供查閱通知可用以上任何方式發送給予股東，惟在網站發佈的方式除外。

149A. 股東有權按香港境內任何地址獲發通告。任何股東並未按香港聯交所上市規則指明的方式向本公司發出明確書面確認以電子方式收取或以其他方式為其提供本公司以電子方式向其發出或刊發的通告及文件，以及其登記地址為於香港境外，可以書面形式通知本公司須視為用作送達通告的登記地址的香港地址。並無香港登記地址的股東須被視為已收取任何已在過戶登記處張貼並持續24小時的通告，而有關通告首次張貼的翌日將視作該股東已收取有關通告的日期，惟在不影響本章程細則其他條文的情況下，本條不可理解為禁止本公司向登記地址處於香港境外的股東發送本公司通告或其他文件，亦不可理解為允許本公司不向該等股東發送有關通告或文件。只要本公司股份仍於香港聯交所上市，本第149A條將仍然生效。

150. 若股份是聯名持有，則凡指定給予股東的通告將發給股東登記冊或寄存登記冊（視乎情況而定）上有關股份持有人中排名最先的人士，而按此所發出的通告將被視為已給予該等股份的所有持有人充分通知。

151. (1) 擁有登記地址的任何股東有權要求將根據本章程細則其有權獲送達的任何通告或文件送達該地址或現有地址（視乎情況而定）。

(2) 因實行法例、轉讓或其他方式而有權獲得任何股份的任何人士，於其名稱或地址未登記於登記冊之前，須受到原應向其股份所有權源自的人士就有關股份而正式發出的所有通告約束。

152. (空白。)

153. 因股東身故或破產或其他原因而有權取得股份的人士，於向本公司提交董事可能合理要求顯示其於股份的擁有權的證據，並提供在新加坡作送達通知的地址後，將有權於該地址獲送達（受第150條所規限）倘非因股東身故或破產或其他原因而應有權獲得的任何通告或文件，而有關送達將就所有目的而被視作向所有於股份擁有權益的人士（不論與其一併或透過其取得或受其管轄）送達有關通告或文件。除上述者外，任何根據本章程細則而交付或以郵寄至或留於登記地址或以電子通訊方式發出、寄出或送達至股東現有地址（視乎情況而定）的任何通告或文件，儘管該股東當時已身故或破產或因其他原因無權取得有關股份，且不論本公司是否已知悉，將被視作已就任何以該名股東名義（作為唯一或聯名持有人）登記的任何股份妥為送達。

送達生效

154. 任何通告或其他文件如以郵寄方式發出（不論是否空郵），會視作已於載有通告或文件的信封或包裝物寄出後的翌日送達，如可證實載有通告的信件或包裝物已填上正確地址及將預付郵資的信件或包裝物交予郵局，則可作為以郵寄方式送達的證明。以電子通訊方式（視乎情況而定）發出、寄出或送達的任何通告於向有關人士現有地址或《公司法》及／或其他適用規例或程序另行規定的地址傳送電子通訊時即被視為妥善發出、寄出或送達，並可以英文或中文向股東發出，惟必須妥為遵守所有適用相關法例、規則及規例。

通告上的簽署／姓名

155. 代表本公司或董事的任何通告倘其有意具有秘書或其他本公司獲正式授權的高級職員的簽署／姓名，則須被視為有效，而不論該簽署／姓名是以印刷、書面或電子方式簽署。

不計算在內的送達日期

156. 當須要發出一個指定日數或延伸至任何其他期間的通知，該送達的日期，除非本章程細則或《公司法》另行規定，否則將不被計入此等日數或期間內。

股東大會通告

157. 所有股東大會的通告應透過上文授權的任何方式發送給：

- (i) 各股東；
- (ii) 因股東身故或破產或其他原因而獲得股份所有權的每名人士，而該股東若非身故或破產或其他原因，原本有權獲得會議通告；
- (iii) 本公司當時的核數師；及
- (iv) 交易所。

## 未能聯絡的股東

未能聯絡的股東  
香港上市規則附錄3第13(1)段

158. (1) 在不損害本公司根據本條第(2)段的權利下，倘本公司經郵遞寄出股息支票或股息單連續三(3)次未有人兌現，則本公司可停止寄出有關股息支票或股息單。然而，如於第一次寄出後有關股息支票或股息單遭退回，則本公司亦可行使權力即時停止寄出。

香港上市規則附錄3第13(2)段

- (2) 本公司有權按董事會認為合適的方式將未能聯絡到的股東的任何股份出售，惟僅可在以下情況出售：
- (i) 於有關期間按本章程細則認可的方式寄發就股份持有人所持股份應以現金向彼等支付的任何金額的所有有關股份的股息支票或股息單（總數不少於三份）未被兌現；
  - (ii) 於有關期間屆滿時，據本公司所知，本公司於有關期間內任何時間並無接獲任何有關該股東（即該等股份的持有人或因身故、破產或因實施法律而擁有該等股份的人士）存在的消息；及

- (iii) 本公司（如交易所股份上市規則有所規定）已向交易所發出通知其以交易所規定的方式出售該等股份的意向，及按照交易所的要求於報章刊登廣告，而由刊登日期起計三(3)個月或交易所容許下較短期限已屆滿。

就上文而言，「有關期間」指本條第(iii)段所述刊登廣告之日前十二年起至該段所述屆滿期間止的期間。

- (3) 為使任何有關出售生效，董事會可授權任何人士轉讓上述股份，而由或代表該人士簽署或以其他方式簽立的轉讓文書的效力等同於由登記持有人或獲轉傳股份而獲權利的人士簽立的轉讓文件，且買方毋須理會購買款項的運用情況，其就該等股份的所有權概不會因出售程序不合規例或不具效力而受影響。任何出售所得款項淨額將撥歸本公司所有，本公司於收取該所得款項淨額後，即對該名本公司前股東欠付一筆相等於該所得款項淨額的款項。有關該債項而言，該債項不須獲設立信託，同時毋須就該債項產生任何應繳付的利息；且本公司不須對其本身從所得款項淨額（可用於本公司業務或本公司認為合適的用途）賺取的任何款項作出交代。即使持有所出售股份的股東身故、破產或出現其他喪失法律能力或行事能力的情況，有關本條的任何出售仍須為有效及具效力。

## 清盤

159. 本公司自動清盤必須以特別決議批准。董事會有權力以本公司名義或代表本公司入稟法院申請將本公司清盤（不管是在監督下清盤或是由法院清盤）。清盤人在獲特別決議授權之下，可以將本公司的資產的全部或任何部分以實物分派予各股東（不管資產包括一種財產還是包括多種不同的財產），並可以為該目的就按上述方式分配的一類或多類財產訂定其認為公允的價值，並可釐定如何向各股東或不同類別的股東進行上述分配。清盤人在獲得相關授權的情況下，可將全部或任何部分資產授予已獲相關授權的清盤人認為適當而為股東利益設立的信託的受託人，然後完成本公司的清盤並解散本公司，惟不得強迫股東接受任何負有債務的股份或其他證券。

## 彌償保證

董事及高級  
職員的彌償  
保證

160. (1) 在《公司法》條文的約束下，本公司各董事、首席執行官／董事總經理、核數師、秘書或其他高級人員均有權在以下情況下就其所產生的全部費用、收費、損失、開支及負債獲得本公司補償；
- (i) 以本公司高級人員或核數師身份執行及履行其職務時（除非該等費用因其個人疏忽、蓄意違規、失職或違反誠信的行為所引致）；或
  - (ii) 就其獲判勝訴或獲判無罪或與《公司法》的任何適用情況有關而法院向其給予寬免的民事或刑事訴訟（於本公司事務有關）中進行辯護（除非該等訴訟因其個人疏忽、蓄意違規、失職或違反誠信的行為所引致）。
- (2) 在無損上述條文的一般原則下，本公司董事、首席執行官／董事總經理、秘書或其他高級人員概不就以下任何事件負責：任何其他董事或高級人員的行為、待遇、疏忽或失職；為符合規定而參與任何待遇或其他行為；本公司因承董事（代表本公司）之命而收購的任何物業業權不足或瑕疵所引起的任何損失或開支；本公司將投資的任何款項所獲保障不足或有缺陷，因存放或保存任何款項、證券或財物的任何人士破產、無力償債或侵權行為引致的任何損失或損壞；或在執行其職位的職務時因任何原因引起或與之相關的任何其他損失、損害或不幸事件（除非該等事件因其個人疏忽、蓄意違規、失職或違反誠信的行為所引致）。

## 秘密

秘密

161. 概無股東有權要求披露有關本公司的貿易或任何事項而屬於商業機密、貿易秘密或秘密程序的性質，並可能關於本公司業務的進行，且董事認為就本公司股東利益不宜向公眾公開的任何詳細資料，惟根據法例授權或交易所上市規則規定而披露則除外。

## 資料保障

資料保障

162. 股東及董事分別不時同意本公司、其股東及董事（各自為「接收人」）就（其中包括）盡職審查、遵守適用法律法規和程序及於彼等之間交換資料而收集、使用及／或披露其個人資料。接收人可以電子方式或人手收集、使用及／或披露有關個人資料。

個人資料可根據本第162條下的有關目的而收集、使用及／或披露，當中包括可能與投資於或處置本公司任何股份（或其他投資或證券）的審慎行事或商業利益有關的任何資料。除法律、法院命令或任何監管機關所規定或允許者外，接收人或任何其他人士不得披露有關個人資料，惟向以下者披露除外：

- (1) 與接收人為同一集團的成員公司（各為「接收人集團公司」）；
- (2) 該接收人或任何接收人集團公司的僱員、董事及專業顧問；及
- (3) 由任何接收人集團公司管理的基金。

股東及董事分別不時同意如屬必要或權宜，就上文所列目的傳送有關個人資料予代表任何接收人行事的人士及予任何接收人辦事處（於新加坡境內及境外）。

## 遵守法律

遵守法律

163. 作為於新加坡註冊成立及於交易所上市的公司，本公司須遵守相關法例，包括但不限於新加坡及香港的相關法例。倘相關法例之間有任何抵觸，本公司須遵守最完備的法令，惟須經相關證券交易所及／或政府機構批准。

## 修訂章程細則

修訂章程細則  
香港聯合政策聲明第31(b)段

164. 除非已透過股東特別決議案批准，否則不得廢除、更改或修訂章程細則，亦不得添加新章程細則。更改組織章程大綱的條文或變更本公司名稱，須在《公司法》規定允許的情況下通過特別決議案進行。

香港聯合政策聲明第34段

165. 不得對章程細則及組織章程大綱作出任何變更，以增加現任股東對本公司的責任，除非已獲相關股東書面同意。

偉業控股有限公司

的

組織章程細則



REGISTRATION TRANSACTIONS

HOME

LOGOUT

### Notice of special resolution of change of local company name

Please fill in the following information. Fields marked \* must be completed.

**Record saved successfully.**

#### Special Resolution Made

Company Name : **KYODO-ALLIED INDUSTRIES LTD**

Nature of Meeting :\* **Members**

Please select one option :\*  
 Meeting deemed held  
 Meeting held

If 'Meeting held' is selected, please specify Place of Meeting :  
**371 BEACH ROAD #09-06/11 KEYPOINT  
 SINGAPORE 199597**

Date of Meeting :\* **22/07/2011** (dd/mm/yyyy)

Attachment (Copy of resolution) :\*

**Note :**

Uploaded file name will be changed by suffixing time-stamp with the actual file name as filenameeyyyymmddmisstt  
 Maximum File Size : 2048 KB

(Click 'Browse' to select file for attachment)

001Kyodo-Allied - Notice of Reso(change of name).pdf

#### Person(s) signing the resolution or the minutes incorporating the resolution or the written resolution (section 184A or 184G)

- If a director/ secretary signed the above, please select accordingly :
- S0184137H / LEE SEN CHOON / DIRECTOR  
 S0276065G / LEE SIN SWAN @ LEE SENG SUAN / SECRETARY  
 S1362563H / CHOONG WEI SIONG / DIRECTOR  
 S1489018A / LING CHUEN / DIRECTOR  
 S2176134F / LEE ZONG TANG / DIRECTOR  
 S2720569J / HIROSHI NAKAGAWA / DIRECTOR

If a person other than a director / secretary signed the above, please enter name(s) and capacity(ies) or designation of person(s) who signed the resolution or the minutes incorporating the resolution or the written resolution :

#### Registration of company name without addition of "Limited" or "Berhad"

- I have obtained Minister's licence to register without the addition of the word "Berhad" or "Limited" to the proposed company name.  
 I have not obtained Minister's licence and would like to apply for it now.

**Attachment :**

(Please attach application letter for Minister's licence if you wish to apply for it now )

(Click 'Browse' to select file for attachment)

**Note :**

Uploaded file name will be changed by suffixing time-stamp with the actual file name as **filenameyyyymmddmisstt**  
Maximum File Size : 2048 KB

**Declaration**

I, KOH EE KOON , a prescribed person , declare the information which has been submitted herein to be true to the best of my knowledge.

NOTICE OF RESOLUTION

Name of Company: KYODO-ALLIED INDUSTRIES LTD

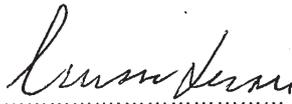
Company No: 198402850E

SPECIAL RESOLUTION

PROPOSED CHANGE OF NAME OF THE COMPANY FROM 'KYODO-ALLIED INDUSTRIES LTD' TO 'WEIYE HOLDINGS LIMITED'

THAT subject to and contingent upon all the Ordinary Resolutions being passed and the Acquisition being completed, the name of the Company be changed to 'Weiyee Holdings Limited' and that the name 'Weiyee Holdings Limited' shall be substituted for 'Kyodo-Allied Industries Ltd', wherever the latter name appears in the Company's Memorandum and Articles of Association.

This special resolution was duly passed at the Extraordinary General Meeting of the Company duly convened and held on 22 July 2011.



.....  
Lee Seng Suan  
Company Secretary



[HOME](#)   [LOGOUT](#)

**Notice of Resolution**

Please fill in the following information. Fields marked \* must be completed.

**Record saved successfully.**

**Notice of Resolution**

Registration No. : **198402850E**  
 Company Name : **KYODO-ALLIED INDUSTRIES LTD**  
 Nature of Meeting :\* **members**  
 Place of Meeting :\* **371 BEACH ROAD #09-06/11**  
**KEYPOINT, SINGAPORE 199597**  
 Date of Meeting :\* **22/07/2011** (dd/mm/yyyy)  
 Resolution Type :\* **Ordinary Resolution**  
**ORDINARY AND SPECIAL RESOLUTIONS**  
**- PLEASE REFER ATTACHMENT**  
 Description :\*  
 (max 2000 characters)

Attachment :\*  
 (copy of resolution)

Uploaded file name will be changed by suffixing time-stamp with the actual file name as **filenameyyyyMMddmmsstt**  
 Maximum File Size : 2048 KB

[Browse...](#)

ed Industries Ltd - Notice of Resolutions20110802105439.pdf

**Person(s) signing the resolution or the minutes incorporating the resolution or the written resolution (section 184A or 184G)**

If a director/ secretary signed the above, please select accordingly :

- S0184137H / LEE SEN CHOON / Director
- S0276065G / LEE SIN SWAN @ LEE SENG SUAN / Secretary
- S1362563H / CHOONG WEI SIONG / Director
- S1489018A / LING CHUEN / Director
- S2176134F / LEE ZONG TANG / Director
- S2720569J / HIROSHI NAKAGAWA / Director

If a person other than a director / secretary signed the above, please enter name(s) and capacity(ies) or designation of person(s) who signed the resolution or the minutes incorporating the resolution or the written resolution :

**Declaration by Professional Body/Service Bureau**

I, CHIA AH NGIT, a prescribed person, declare the information which has been submitted herein to be true and to the best of my knowledge.

[Save](#)   [Submit](#)   [Reset](#)

## NOTICE OF RESOLUTIONS

Name of Company: KYODO-ALLIED INDUSTRIES LTD

Company No: 198402850E

### AS ORDINARY RESOLUTIONS

**Resolution 1: Proposed acquisition of the entire issued and paid-up share capital of Great Spirit Management Limited ("Great Spirit") from Well Fai International Limited, Earn Prosper Limited, Ring Bond Limited, and Max Fill International Limited, (collectively, the "Vendors")**

THAT subject to and contingent upon Resolutions 2 3, 4, 5, 6 and 7 being passed,

- (a) approval be and is hereby given to the Company for the acquisition of the entire issued and paid-up share capital of Great Spirit, from the Vendors (the "Acquisition") on the terms and subject to the conditions of the Sale and Purchase Agreement dated 10 March 2011 and amended by the Supplemental Agreement entered dated 24 May 2011 entered into between the Company and the Vendors; and
- (b) authority be and is hereby given for the Directors of the Company to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be necessary or expedient for the purposes of giving effect to the Acquisition or to give effect to this Resolution or the transactions contemplated by the Acquisition.

**Resolution 2: Proposed consolidation of every 3.5 existing Shares of the Company into one (1) Consolidated Share**

THAT subject to and contingent upon Resolutions 1, 3, 4, 5, 6 and 7 being passed, approval be and is hereby given to the Company for the consolidation of every 3.5 ordinary shares in the capital of the Company held by Shareholders of the Company, at a books closure date to be determined, into one (1) Consolidated Share in the capital of the Company, fractional entitlements to be disregarded.

**Resolution 3: Proposed allotment and issue of the Consideration Shares to the Vendors and/or its designated holders**

THAT subject to and contingent upon Resolutions 1, 2, 4, 5, 6 and 7 being passed, pursuant to Section 161 of the Companies Act, the Directors be and are hereby authorised to allot and issue 1,643,835,616 new ordinary shares in the capital of the Company (the "Consideration Shares") to the Vendors and its designated holders, at an Issue Price of S\$0.365 per share, credited as fully-paid, in satisfaction of the consideration for the Acquisition.

**Resolution 4: Whitewash Resolution for the waiver by Independent Shareholders of their right to receive a mandatory general offer from the Vendors and its concert parties**

THAT subject to and contingent upon Resolutions 1, 2, 3, 5, 6 and 7 being passed and pursuant to the letter dated 3 May 2011 from the Securities Industry Council, the Shareholders of the Company who are independent of the Vendors and its concert parties, on a poll taken, do hereby unconditionally and irrevocably waive their right to receive a General Offer for all the shares held by them to be made by the Vendors and its concert parties at the highest price

NOTICE OF RESOLUTIONS

Name of Company: KYODO-ALLIED INDUSTRIES LTD

2

Company No: 198402850E

paid or agreed to be paid by the Vendors and its concert parties in the 6 months prior to the Vendors and its concert parties incurring the General Offer obligation under Rule 14 of the Code, as a result of the acquisition by the Vendors (and its concert parties) of more than 30% of the voting rights in the Company pursuant to the allotment and issue of the Consideration Shares.

**Resolution 5: Proposed allotment and issue of 49,315,068 new Shares to Stone Villa Limited in satisfaction of the consideration for the Consultancy Agreement**

THAT subject to and contingent upon Resolutions 1, 2, 3, 4, 6 and 7 being passed and the Acquisition being completed, the Directors be and are hereby authorised to allot and issue 49,315,068 new ordinary shares to Stone Villa Limited in accordance with the Consultancy Agreement, at an Issue Price of S\$0.365 per share, credited as fully-paid.

**Resolution 6: Proposed appointment of new directors of the Company**

THAT subject to and contingent upon Resolutions 1, 2, 3, 4, 5 and 7 being passed and the Acquisition being completed and subject further to their individual consent to act, the following persons be appointed as directors of the Company with effect from Completion:

- Zhang Wei
- Chen Zhiyong
- Zhang Jianwei
- Dong Xincheng
- Chia Wei Ho
- Marcus Chow Wen Kwan

**AS SPECIAL RESOLUTION**

**Resolution 7: Proposed change of name of the Company from 'KYODO-ALLIED INDUSTRIES LTD' TO 'WEIYE HOLDINGS LIMITED'**

THAT subject to and contingent upon all the Ordinary Resolutions being passed and the Acquisition being completed, the name of the Company be changed to 'Weiyee Holdings Limited' and that the name 'Weiyee Holdings Limited' shall be substituted for 'Kyodo-Allied Industries Ltd', wherever the latter name appears in the Company's Memorandum and Articles of Association.

These ordinary and special resolutions were duly passed at the Extraordinary General Meeting of the Company duly convened and held on 22 July 2011.



Lee Seng Suan  
Company Secretary

THE COMPANIES ACT  
(CHAPTER 50)/  
The Companies Regulations 1987  
‡Sections 17 (7), 26 (2), 30 (4), 31 (1) and (2),  
33 (9), 34, 186 (1), 227B (1) and 290 (2)/  
Regulations 24 and 66

**NOTICE OF RESOLUTION**

FORM  
**11**  
Folio No

Name of Company: **KYODO-ALLIED INDUSTRIES PTE LTD**

Company No: **198402850E**

The Registrar of Companies & Businesses,  
Singapore

At a (general) meeting of the \*members/~~creditors/directors~~ of the abovenamed company duly convened and held at 17 KIAN TECK ROAD SINGAPORE 628771 on 21 DECEMBER 2001, the \*special/ordinary/~~Directors'~~ resolution set out \*~~below~~ in the †annexure marked with the letter "A" and signed by me for purposes of identification was \*duly passed/~~agreed to~~.

(Set out resolution here if a copy thereof is not annexed).

PLEASE REFER TO ANNEXURE MARKED "A"

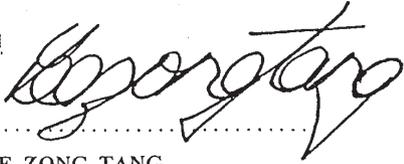
Name(s) of person(s) who signed \*this/~~these~~ resolution(s)/minute(s) was/were:

LEE ZONG TANG

The designation of the person signing the resolution(s) in the abovenamed company is:

CHAIRMAN OF THE MEETING

Dated this 26TH day of DECEMBER 2001

Signature: 

Name of \*Director/Secretary: LEE ZONG TANG

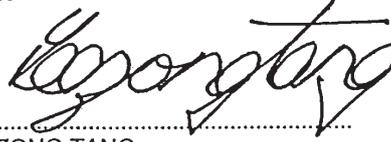
‡ Delete whichever references to sections are inapplicable.

\* Delete where inapplicable.

† Where a copy of the resolution is annexed, the annexure is to be endorsed as follows: "This is the annexure marked "A" referred to in the notice of resolution signed by me on the ..... day of ....."

Lodged in the office of the Registrar of Companies & Businesses by	For Official Use
<b>Name:</b> <u>LEE ZONG TANG &amp; PARTNERS</u> <b>Address:</b> <u>50 RAFFLES PLACE #20-00</u> <u>SINGAPORE LAND TOWER</u> <u>SINGAPORE 119000</u> <b>A/c No:</b> <u>TEL: (65) 2253000 FAX: (65) 2256009</u> <u>Fax No:</u>	<b>Date of Registration:</b> <b>Receipt No:</b> <b>Checked By:</b>

This is the annexure marked "A" referred to in the notice of resolution signed by me on the 26 December 2001



.....  
LEE ZONG TANG  
DIRECTOR

Name of Company : KYODO-ALLIED INDUSTRIES PTE LTD  
Company No. : 198402850E

**A. SPECIAL RESOLUTIONS**

1. CONVERSION TO PUBLIC LIMITED COMPANY

IT WAS RESOLVED THAT the Company be converted into a public limited company and that the Directors be authorised and directed to take all such steps as may be necessary or proper for effecting such conversion.

2. CHANGE OF COMPANY'S NAME

IT WAS RESOLVED THAT subject to the approval of the Registrar of Companies, the name of the Company be changed to KYODO-ALLIED INDUSTRIES LTD and that the name KYODO-ALLIED INDUSTRIES LTD be substituted for KYODO-ALLIED INDUSTRIES PTE LTD wherever the latter name appears in the Company's Memorandum and Articles of Association.

3. NEW ARTICLES OF ASSOCIATION

IT WAS RESOLVED THAT, subject to the approval of the Singapore Exchange Securities Trading Limited, the regulations contained in the typewritten document marked "A" submitted to the Meeting and for the purposes of identification subscribed by the Chairman be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

**B. ORDINARY RESOLUTIONS**

4. ISSUE OF SHARES

IT WAS RESOLVED THAT pursuant to the provisions of Section 161 of the Companies Act, Cap. 50, but subject otherwise to the provisions of the Act and the Articles of Association of the Company, the Directors be and are hereby authorised to issue such shares in the Company at any time to such persons and upon such terms and conditions and with such rights or restrictions as they may think fit and that such authority shall continue in force until the conclusion of the next Annual General Meeting or the expiration of the period within which the next Annual General Meeting is required by law to be held, whichever is the earlier.

5. INCREASE IN AUTHORISED CAPITAL

IT WAS RESOLVED THAT the authorised capital of the Company be increased from S\$2,000,000 divided into 2,000,000 ordinary shares of S\$1.00 each to S\$20,000,000 divided into 20,000,000 ordinary shares of S\$1.00 each, by the creation of an additional 18,000,000 shares of S\$1.00 each.

6. BONUS ISSUE

IT WAS RESOLVED as follows:-

- 6.1 THAT the issued and fully paid up capital of the Company be increased from S\$1,783,410 to S\$5,052,423 be capitalising the amount of S\$3,269,013 from the Company's retained earnings;
- 6.2 THAT the said sum of S\$3,269,013 be applied in making payment in full at par for 3,269,013 new ordinary shares of S\$1.00 each;
- 6.3 THAT such shares be distributed as fully paid to all the existing shareholders of the Company beneficially entitled thereto as nearly as practicable in proportion to their shareholdings in the Company, by way of an increase in capital and not income, in the following manner:-

<u>Shareholders</u>	<u>Number of Shares</u>
Lee Zong Tang	3,070,314.43
Loh Kah Ing	32,627.62
Choong Wei Siong	32,627.62
Tan Lay Ching	32,627.62
Takeyoshi Anzawa	100,815.69

(do not add up to 3,269,013 due to rounding off)

- 6.4 THAT such new shares are to be treated for all purposes as an increase in the nominal amount of issued share capital of the Company and not as income and shall rank pari passu in all respects with and shall carry the same rights as the existing issued ordinary shares of the Company;
- 6.5 THAT the Directors be and are hereby authorised to give effect to the aforesaid bonus issue with full power to assent to any modification and/or amendment which they may deem fit or as may be required by any authority.

7. SUBDIVISION OF SHARES

IT WAS RESOLVED THAT the authorised share capital of S\$20,000,000 divided into 20,000,000 ordinary shares of S\$1.00 each in the capital of the Company, of which 5,052,423 ordinary shares have been issued and are fully paid, shall be subdivided into 400,000,000 ordinary shares of S\$0.05 each, of which 101,048,460 ordinary shares of S\$0.05 each will have been issued and fully paid.

8. ISSUE OF SHARES

IT WAS RESOLVED THAT pursuant to Section 161 of the Companies Act, Cap. 50, and upon the provisions of the new Articles of Association of the Company becoming effective and the approval of the Singapore Exchange Securities Trading Limited to the Listing being granted, the Directors be authorised with effect from the date of the Listing to allot and issue shares in the Company (whether by way of rights, bonus issue or otherwise) at any time and upon such terms and conditions and for such purposes and to such persons as the Directors shall in their absolute discretion deem fit, provided that the aggregate number of shares to be issued pursuant to such authority shall not exceed 50 per cent, of the issued share capital of the Company immediately prior to the proposed issue and that the aggregate number of shares to be issued other than on a pro-rata basis to the then existing shareholders of the Company shall not exceed 20 per cent of the issued share capital of the Company immediately prior to the proposed issue, and, unless revoked or varied by the Company in general meeting, such authority shall continue in full force until the conclusion of the next Annual General Meeting of the Company or the date by which the next Annual General Meeting of the Company is required by law to be held, whichever is earlier.

9. ISSUE OF NEW SHARES IN CONNECTION WITH LISTING

IT WAS RESOLVED THAT the Directors be authorised and directed:

- (a) to offer 18,000,000 new ordinary shares of S\$0.05 each to members of the public for subscription at such price and on such terms and conditions as the Directors may deem fit; and
- (b) pursuant to such offering to allot and issue such shares on such terms and conditions as the Directors may deem fit.

10. LISTING

IT WAS RESOLVED THAT the listing (the "Listing") and quotation of all the issued ordinary shares of the Company (including the 18,000,000 new shares to be allotted and issued pursuant to the Ordinary Resolution 9(a) set out above) on the Stock Exchange of Singapore Dealing and Automated Quotation System ("SGX-Sesdaq") be approved, AND THAT all actions taken or to be taken by the Directors to secure the same be approved, confirmed, ratified and authorised as the case may be.

11. AUTHORITY TO COMPANY SECRETARY AND WHITE & CASE, COLIN NG & PARTNERS

IT WAS RESOLVED THAT the Secretary Company Secretary or White & Case, Colin Ng & Partners, the Solicitors to the Listing, be and is hereby authorised and directed to lodge the relevant Forms with the Registrar of Companies in relation to any and all of the aforesaid and to update and/or amend the corporate records of the Company accordingly.

《公司法》(第50章)

公眾股份有限公司

**KYODO-ALLIED INDUSTRIES LTD**

的

組織章程大綱

1. 公司的名稱為KYODO-ALLIED INDUSTRIES LTD
2. 公司的註冊辦事處將位於新加坡共和國。
3. The objects for which the Company is established are:-

名稱  
註冊辦事處

- (a)(i) To carry on the business of manufacturers, importers and exporters of metal grills, registers, diffusers, dampers, filters and clean room equipment and others related to ventilation and air-conditioning, and of other construction materials, parts, equipment and others including those of mechanical and electrical engineering works.
- (ii) To carry on the business of retailers of electrical appliances, machinery and equipment.
- (b) To carry on the business of building construction including air-conditioning, mechanical and electrical engineering works.
- (c) To carry on the business as suppliers, traders, importers and exporters of iron and steel materials, decoratives, paints, oils, lubricants and others for industrial and commercial construction purposes.

目的

經於2015年12月22日  
通過的特別決議案修訂

(2)

經於2015年12月22日  
通過的特別決議案修訂

- (d) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving building, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contract and arrangements of all kinds with builders, tenants and others.
- (e) To purchase or otherwise acquire for investment lands, houses, theatres, buildings, plantations, and immovable property of any description or any interest therein.
- (f) To purchase, establish and carry on business as general merchants, manufacturers, importers, exporters, commission agents, del credere agents, removers, packers, storers, storekeepers, factors and manufacturers of and dealers in foreign and local produce, manufactured goods, materials and general merchandise and to import, buy, prepare, manufacture, render marketable, sell, barter, exchange, pledge, charge, make advances on and otherwise deal in or turn to account, produce goods, materials and merchandise generally either in their prepared, manufactured or raw state and to undertake, carry on and execute all kinds of financial commercial trading and other manufacturing operations and all business whether wholesale or retail usually carried on by Eastern merchants.
- (g) To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export and deal in all works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this company is competent to carry on or required by any customers of or persons having dealings with the company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products of residual and by-products incidental to or obtained in any of the businesses carried on by the company.
- (h) To purchase or otherwise acquire and hold and charter ships and vessels of all kinds.
- (i) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property licences rights or privileges which the company may think necessary or convenient for the purposes of its business and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the company.
- (j) To purchase or otherwise acquire, issue, re-issue, sell, place, and deal in shares, stocks, bonds, debentures and securities of all kinds.
- (k) To apply for purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention or preparation which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.
- (l) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, ship building yards, shops, stores, factories, building works, plant and machinery necessary or convenient for the company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (m) To borrow or raise or secure the payment of money for the purposes of or in connection with the company's business, and for the purposes of or in connection with the borrowing or raising of money by the company to become a member of any building society.

(3)

- (n) To mortgage and charge the undertaking of all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the company by a trust deed or other assurance.
- (o) To issue and deposit any securities which the company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the company is interested, whether directly or indirectly.
- (p) To guarantee the obligations and contracts of customers and others.
- (q) To make advances to customers and others with or without security, and upon such terms as the Company may approve.
- (r) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to provide pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to benefit the company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of company or its officers or employees.
- (s) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (t) To invest and deal with the moneys of the company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (u) To pay for any property or rights acquired by the company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the company has power to issue, or partly in one mode and partly in another, and generally on such terms as the company may determine.
- (v) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages, or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (w) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interests or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(4)

- (x) To make donations for patriotic or for charitable purposes.
- (y) To transact any lawful business in aid of the Republic of Singapore in the prosecution of any war in which the Republic of Singapore is engaged.
- (z) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this company, and to acquire and hold or dispose of shares, stocks or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- (aa) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this company is authorised to carry on.
- (bb) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the company for such consideration as the company may think fit.
- (cc) To amalgamate with any other company whose objects are or include objects similar to those of this company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (dd) To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
- (ee) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (ff) To do all such things as are incidental or conducive to the above objects or any of them.

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AND IT IS HEREBY declared that the word "company", save when used in reference to this company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, whether domiciled in Singapore or elsewhere. None of the sub-clauses of this clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, the intention being that the objects specified in each sub-clause of this clause shall, except where otherwise expressed in such clause, be independent main objects and shall be in no wise limited or restricted by reference to or interference from the terms of any other sub-clause or the name of the company, but the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or act proposed to be transacted, acquired, dealt with or performed does not fall within the objects of the first sub-clause of this clause.

#### 4. 股東的責任有限

5. The share capital of the company is S\$20,000,000/- ~~divided into~~ 400,000,000 shares of S\$0.05 each. The shares in the ~~original~~ or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.

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(5)

吾等，姓名、地址及描述列於下文的各別人士，擬根據本組織章程大綱組建公司，而吾等謹此同意認購與以下吾等各自的姓名相對的本公司股本中的股份數目。

認購人的姓名、地址及描述	每名認購人認購的股份數目
LEE HAN FUI 38 GOLDHILL AVENUE GOLDHILL TOWER #12-42 SINGAPORE 1103 公司董事	1
CHUNG SHIH DAH 24 RIVER VALLEY CLOSE #16-26 SINGAPORE 0923 公司董事	1
認購的股份總數	2

日期：1984年6月28日

上述簽署見證人：

DIONG TAI PEW  
獲授權公司核數師  
230 JALAN BESAR , #04-02,  
HONG LEONG FINANCE BUILDING,  
SINGAPORE 0820

經於2015年12月22日  
通過的特別決議案修訂

THE COMPANIES ACT, (CAP. 50)

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

KYODO-ALLIED INDUSTRIES LTD

Adopted by Special Resolution passed at an Extraordinary General Meeting held on the 21<sup>st</sup> day of December 2001.

TABLE "A" EXCLUDED

1. The regulations in Table A in the Fourth Schedule to the Companies Act, Cap. 50 shall not apply to the Company, except so far as the same are repeated or contained in these Articles. Table "A" excluded.

INTERPRETATION

- 2(1). In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:- Interpretation.

WORDS	MEANINGS
Act	The Companies Act, Cap. 50, or any statutory modification or re-enactment thereof for the time being in force.
Articles	These articles of association as originally framed or as altered from time to time by Special Resolution.
Company	The abovenamed Company by whatever name from time to time called.
Cut-Off Time	Forty-eight hours before the time of the relevant General Meeting.
Directors	The directors for the time being of the Company.
Dividend	Includes bonus.
Exchange	The Singapore Exchange Securities Trading Limited and any other share, stock or securities exchange upon which the shares of the Company may be listed.
Office	The registered office for the time being of the Company.

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|---------------------|--|
| Ordinary Resolution | A resolution passed by a simple majority of the Members present and voting.  |
| Market Day          | A day on which the Exchange is open for trading in securities.   |
| Member              | A Member of the Company.   |
| Register            | The Register of Members to be kept pursuant to Section 190 of the Act.   |
| Seal                | The common seal of the Company.  |
| Secretary           | Any person appointed to perform the duties of Secretary of the Company and includes any person appointed to perform the duties of Secretary temporarily. |
| Singapore Dollar(s) | The lawful currency of the Republic of Singapore.  |
| Special Resolution  | A resolution having the meaning assigned thereto by Section 184 of the Act.  |
| Statutes            | The Act and every other statute for the time being in force concerning companies and affecting the Company.  |
- 2(2). The words "Depositor", "Depository", "Depository Agent" and "Depository Register" shall have the meanings respectively as used in these Articles ascribed to them in the Act.
- 2(3). References in these Articles to "holders" of shares or any class of shares shall:-
- (a) exclude the Depository except where otherwise expressly provided for in these Articles or where the terms "registered holder" or "registered holders" are used in these Articles; and
  - (b) where the subject and context so require, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of such shares;
- and the words "holding" and "held" shall be construed accordingly.
- 2(4). Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.
- 2(5). Words importing the singular number only shall include the plural number, and vice versa.
- 2(6). Words importing the masculine gender only shall include the feminine gender.
- 2(7). Words importing persons shall include corporations.
- 2(8). Subject as aforesaid, any words or expressions used in the Act shall, except where inconsistent with the subject or context, bear the same meaning in these Articles.

### COMMENCEMENT OF BUSINESS

3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business. Directors may undertake any business.
4. The Office shall be at such place as the Directors shall from time to time decide. Registered Office.

### SHARES

5. Subject to the Statutes, no shares may be issued without the prior approval of the Company in General Meeting but subject thereto and to these Articles relating to new shares and to any special right attached to any share for the time being issued, the Directors may allot (with or without conferring any right of renunciation), grant options over or otherwise dispose of the same to such persons on such terms and conditions (including such consideration) and at a premium or otherwise and at such time as the Directors determine Provided Always that:- Shares under control of Company in General Meeting.
- (a) no shares may be issued at a discount except in accordance with the Statutes; and
- (b) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same.
- 6(1). The Company in General Meeting may by Ordinary Resolution authorise the Directors to exercise any power of the Company to issue shares, such authority being confined to a particular exercise of that power or generally. Any such authority may be unconditional or subject to conditions and shall continue in force until the conclusion of the Annual General Meeting commencing next after the date on which the approval was given or the expiration of the period within which the next Annual General Meeting after that date is required by law to be held whichever is the earlier but may be previously revoked or varied by the Company in General Meeting Provided Always that no shares may be issued to transfer a controlling interest without prior approval of the Company in General Meeting. Authority of Directors to issue shares.
- 6(2). Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within ten Market Days of the closing date (or such other period as may be approved by the Exchange) of any such application. The Directors may, at any time after the allotment of any share but before any person has been entered in the Register as the holder thereof or before such share is entered against the name of a Depositor in the Depository Register, as the case may be, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of such share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit.

7. Any share in the Company may be issued with such preferred, qualified, deferred or other special rights, privileges and conditions or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine, and subject to the Statutes, the Company may issue preference shares which are or, at the option of the Company, are liable to be redeemed on such terms and in such manner as the Company before the issue thereof may by Ordinary Resolution determine Provided Always that the total nominal value of issued preference shares shall not at any time exceed the total nominal value of the issued ordinary shares for the time being.
8. The Company shall have the power to issue further preference capital ranking equally with or in priority to the preference capital then already issued.
9. Subject to the provisions of the Statutes, all or any of the special rights or privileges for the time being attached to any preference share for the time being issued may from time to time (whether or not the Company is being wound up) be modified, affected, altered or abrogated and preference capital other than redeemable preference shares may be repaid if authorised by a Special Resolution passed by holders of such preference shares at a special meeting called for the purpose. To any such special meeting, all provisions of these Articles as to General Meetings of the Company shall mutatis mutandis apply but so that the necessary quorum shall be two persons at least holding or representing by proxy not less than one third of the issued preference shares concerned and that every holder of the preference shares concerned shall be entitled on a poll to one vote for every such share held by him and that any holder of the preference shares concerned present either in person or by proxy may demand a poll Provided Always that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing if obtained from holders of three-fourths of the preference shares concerned within two months of the meeting shall be as valid and effectual as a Special Resolution carried at the meeting.
10. Preference shareholders shall have the same rights as ordinary Members as regards the receiving of notices, reports and balance sheets and the attending of General Meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital of the Company or winding up or sanctioning the sale of the undertaking of the Company or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrears.
11. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder for the time being of the share or his legal personal representative.
12. The Company may pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any share in the capital of the Company but such commission shall not exceed ten per cent of the price at which the shares are issued or an amount equivalent thereof. Any such commission may be paid in whole or in part in cash or fully or partly paid shares of the Company at par as may be arranged, and the Company may, in addition to, or in lieu of, such commission, in consideration of any person so subscribing or agreeing to subscribe, or of his procuring or agreeing to procure subscriptions, whether absolute or conditional, for any share in the Company, confer on any such person an option call within a specified time for a specified number or amount of shares in the Company at a specified price not being less than par. The payment or agreement to pay a commission or the conferring of an option shall be in the discretion of the Directors on behalf of the Company. The

Company may issue shares with preferred, qualified, deferred and other special rights.

Issue of further preference shares.

Alteration of rights of preference shareholders.

Rights of preference shareholders.

Instalments of shares.

Commission for subscribing.

requirements of the Statutes shall be observed, so far as applicable.

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|--------|--|--|
| 13(1). | The Company shall not be bound to register more than three persons as the joint holders of any share except in the case of executors, administrators or trustees of the estate of a deceased Member.   | Joint holders.                           |
| 13(2). | Subject to Article 13(1), any two or more persons may be registered as joint holders of any share and the joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls and interest (if any) due in respect of such share.   |  |
| 13(3). | The joint holder first named in the Register or the Depository Register, as the case may be, shall as regards voting, proxy, service of notices and delivery of certificates and dividend warrants, be deemed to be the sole owner of such share.  |  |
| 14.    | No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any other rights in respect of any share other than an absolute right to the entirety thereof in the person (other than the depository) entered in the Register as the registered holder or in the person whose name is entered in the Depository Register in respect of that share, as the case may be, except only where these Articles otherwise provide or as required by the Statutes or pursuant to any order of Court. | No trusts recognised.                    |
| 15.    | No person shall exercise any rights of a Member in respect of a share until his name shall have been entered in the Register as the registered holder thereof or in the Depository Register in respect of such share, as the case may be, and, unless the Directors otherwise determine, such person shall have paid all calls and other moneys for the time being due and payable on any share held by him.   | Exercise of rights of Members.           |
| 16.    | No part of the funds of the Company shall be employed by the Directors or the Company in the acquisition of shares in the Company or in lending on the security of shares in the Company unless permitted by the Statutes.   | Company not to deal with its own shares. |

#### SHARE CERTIFICATE

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|-----|--|--|
| 17. | Every certificate for shares shall be under the Seal.  | Authentication of certificates.                              |
| 18. | Every certificate of shares shall specify the distinctive numbers of the shares in respect of which it is issued, and the amount paid up thereon. No share certificate shall be issued representing shares of more than one class.   | Certificates shall specify number of shares.                 |
| 19. | Every person whose name is entered as a registered holder in the Register shall be entitled without payment to receive within ten Market Days (or such other period as may be approved by the Exchange) after the closing date for applications to subscribe for a new issue of shares and within fifteen Market Days (or such other period as may be approved by the Exchange) after lodgement of a registrable transfer one certificate under the Seal in respect of each class of shares held by him for all his shares in that class or several certificates in reasonable denominations each for one or more of his shares in any one class subject to such person's prior payment of two Singapore Dollars (or such other sum as the Directors shall from time to time determine having regard to any limitation thereof as the Exchange may prescribe) for every certificate after the first and such stamp duty as is payable on such certificate unless otherwise directed by the Directors Provided Always that in the case of joint registered holders, the Company shall not be bound to issue more than one certificate and delivery of such certificate to any one of them shall be sufficient delivery to all such holders. | Member's right to certificate & cancellation of certificates |

- 20(1). Where only some of the shares comprised in any share certificate are transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares shall be issued in lieu thereof without charge. Issue of replacement certificates.
- 20(2). Any two or more certificates representing shares of any one class held by any person whose name is entered in the Register may be cancelled at his request and a single new certificate for such shares issued in lieu thereof without charge.
- 20(3). Any share certificate representing shares of any class held by any person whose name is entered in the Register may be surrendered by such person for cancellation and at his request the Company may issue in lieu thereof two or more share certificates representing such shares in such proportions as such person may specify, and the Directors may comply with such request if they think fit. Such person shall pay a maximum of two Singapore Dollars for each share certificate issued in lieu of a share certificate surrendered for cancellation or such other fee as the Directors may from time to time determine, taking into consideration any limitation thereof as may be prescribed by the Exchange.
- 20(4). Subject to the Statutes, if any share certificate shall be defaced, worn out, destroyed, stolen or lost, it may be renewed on such evidence being produced and a letter of indemnity or undertaking (if required) being given by the purchaser, registered holder, transferee, person entitled or Member company of the Exchange or on its behalf or their client or clients as the Directors shall require and in the case of defacement or wearing out on delivery up of the old certificate and in any case on payment of such sum not exceeding one Singapore Dollar as the Directors may from time to time require (or such other amount as may be permitted under the Statutes). In the case of theft, destruction or loss the registered holder or the person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such theft, destruction or loss.
- 20(5). Where shares are registered jointly in the names of several persons, any such request may be made by any one of the registered joint holders.
21. The certificates of shares registered in the names of two or more persons may be delivered to the joint holder first named in the Register. Delivery of share certificates.

#### LIEN ON SHARES

22. The Company shall have a first and paramount lien on every share (not being a fully-paid share) and all dividends or interests from time to time declared in respect thereof for all moneys (whether presently payable or not) called or payable at a fixed time, in respect of that share and for all moneys which the Company may be called upon by law to pay in respect of the shares of the Member or the deceased Member. The Directors may however waive any lien which has arisen and may resolve that any share shall for any limited period be exempt wholly or partially from the provisions of this Article 22. Company's lien on shares.
23. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, and no sale shall be made until such time as the moneys are presently payable, and until a notice in writing stating the amount due and demanding payment, and giving notice of intention to sell in default, shall have been served in such a manner as the Directors shall think fit on the holder for the time being of the share or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him or them for seven days after such notice. Right to enforce lien by sale.
24. The net proceeds of any such sale shall be applied in or towards the satisfaction of the amount due, and the residue (if any) shall be paid to the person whose share has been sold, his executors, administrators, trustees or assignees or as he shall Application of proceeds of sale.

direct.

25. To give effect to any such sale the Directors may authorise some person to transfer or to effect the transfer, as the case may be of the shares sold to the purchaser. How sale to be effected.

#### CALLS ON SHARES

26. The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares or on any class of shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, and each Member shall (subject to his having been given 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. A call may be made payable by instalments. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. Powers of Directors to make calls.
27. The joint holders of a share shall be jointly and severally liable to pay all calls and interest (if any) in respect thereof. Joint and several liability.
28. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the rate of eight per cent per annum from the day appointed for payment thereof to the time of actual payment, but the Directors shall have power to waive payment of such interest or any part thereof. Interest on unpaid calls.
29. Any sum which by the terms of allotment of a share is made payable upon issue or at any fixed date whether on account of the nominal value of the share or by way of premium and any instalment of a call shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all the other relevant provisions of these Articles or the Statutes shall apply as if such sum were a call duly made and notified as hereby provided. Sums payable under terms of allotment to be deemed calls.
30. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls. Difference in calls between various holders.
31. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any share held by him, and upon all or any part of the moneys so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) eight per cent per annum as may be agreed upon between the Directors and the Member paying the sum in advance. Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Payment of call in advance.

#### FORFEITURE OF SHARES

32. If any Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment of the same or any interest thereon, the Directors may at any time thereafter during such time as the call or instalment or interest remains unpaid serve a notice on such Member requiring him to pay the same, together with any interest (including interest upon interest) and expenses that may have been incurred by the Company by reason of such non-payment. Notice to be given of intended forfeiture.
33. The notice shall name a further day (not being less than fourteen days from the date of service of the notice) and a place on and at which such call or instalment and Form of notice.

such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment or interest is payable shall be liable to be forfeited.

34. If the requirements of any notice as aforesaid are not complied with, any share in respect of which the notice has been given, may at any time thereafter, before payment of all such calls or instalments, interests and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.
- If notice no complied with shares may be forfeited.
35. Any share so forfeited or surrendered shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed.
- Sale etc of forfeited and surrendered shares.
36. The Directors may at any time before any share so forfeited or surrendered shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender thereof upon such conditions as they think fit.
- Power to annul forfeiture.
37. For the purpose of giving effect to any sale of forfeited or surrendered shares, the Directors may authorise some person to transfer or to effect the transfer of, as the case may be, the shares sold to the purchaser.
- Transfer of forfeited or surrendered shares
38. Any Member whose shares shall have been forfeited or surrendered shall cease to be a Member in respect of the forfeited or surrendered shares but shall, notwithstanding such forfeiture or surrender, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of forfeiture or surrender, together with interest thereon from the time of forfeiture or surrender until payment, at the rate of eight per cent per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do. Any residue after the satisfaction of the unpaid calls, accrued interest and expenses shall be paid to the person whose shares have been forfeited or surrendered, his executors, administrators, trustees or assignees or as he shall direct.
- Liability on forfeited share.
- 39(1). A statutory declaration in writing that the declarant is a Director or the Secretary, and that a share has been duly forfeited, 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 by the Company of the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate, where the same be required, delivered to a purchaser or (where the purchaser is a Depositor) to the Depository or the allottee thereof, as the case may be, shall (subject to the execution of a transfer if the same be required) constitute a good title to the share.
- Declaration by Director or Secretary conclusive of fact of forfeiture.
- 39(2). (a) In the event of such sale, re-allotment or disposal, where the person (the "Relevant Person") to whom the share is sold, re-allotted or disposed of is not a Depositor, the share shall be registered in the Register in the name of the Relevant Person and, where the Relevant Person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of.
- (b) The Relevant Person shall 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.

### TRANSFER OF SHARES

40. Save as provided by these Articles, there shall be no restriction on the transfer of fully paid shares (except where required by law or by the rules, bye-laws or listing rules of the Exchange). All transfers of shares may be effected by way of book-entry in the Depository Register Provided Always that the legal title in the shares may be transferred by the registered holders thereof by an instrument of transfer in the form approved by the Directors and the Exchange. The instrument of transfer shall be left at the Office accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain the registered holder of the shares until the name of the transferee is entered in the Register in respect thereof. Shares to be transferable.
41. The instrument of transfer shall be signed both by the transferor and by the transferee, and it shall be witnessed Provided Always that an instrument of transfer in respect of which the transferee is the Depository shall be effective although not signed or witnessed by or on behalf of the Depository. Instrument of transfer.
42. Shares of different classes shall not be comprised in the same instrument of transfer. Only shares of same class to be in same instrument.
43. No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind. Restriction on transfer.
- 44(1). All instruments of transfer which are registered shall be retained by the Company, but any instrument of transfer which the Directors may refuse to register shall (except in any case of fraud) be returned to the party presenting the same. Retention of Instrument of transfer and disposal of documents.
- 44(2). The Company shall be entitled to destroy:-
- (a) all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof;
  - (b) all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof; and
  - (c) all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof.
- 44(3). It shall be conclusively 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 that:
- (a) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
  - (b) every share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and
  - (c) 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.

- 44(4). Articles 44(2) and 44(3) 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.
- 44(5). Nothing contained in this Article 44 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 circumstance which would not attach to the Company in the absence of this Article 44, and references in this Article 44 to the destruction of any document include references to the disposal thereof in any manner.
45. The Directors may decline to accept any instrument of transfer unless:-
- Fees relating to transfers.
- (a) all or any part of the stamp duty (if any) payable on each share transfer and such fee not exceeding two Singapore Dollars for each transfer or such other sum as may from time to time be prescribed by the Exchange is paid to the Company; and
- (b) such fee not exceeding two Singapore Dollars as the Directors may from time to time determine is paid to the Company in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, power of attorney or any document relating to or affecting the title to the shares.
46. The Directors may refuse to register the transfer of shares or allow the entry of or against a person's name in the Depository Register in respect of shares transferred or to be transferred to such person:-
- Power of Directors to refuse to register.
- (a) which are not fully paid up; or
- (b) on which the Company has a lien.
47. If the Directors refuse to register any transfer of any share they shall, where required by the Statutes, serve on the transferor and transferee, within one month beginning with the day on which the transfer was lodged with the Company, a notice in writing informing each of them of such refusal and of the facts which are considered to justify the refusal.
- Notice of refusal to be sent by Company.
48. The Register may be closed at such times and for such periods as the Directors may from time to time determine Provided Always that the Register shall not be closed for more than thirty days in any year Provided Always that the Company shall give prior notice of such closure as may be required to the Exchange stating the period and purpose or purposes for which such closure is to be made.
- Closure of the Register.

#### TRANSMISSION OF SHARES

- 49(1). In the case of the death of a Member the survivor where the deceased was a joint holder, and the legal personal representative of the deceased who was a sole or only surviving holder, or where such legal representative is entered in the Depository Register in respect of the shares of the deceased Member who was a Depositor, shall be the only person recognised by the Company as having any title to his shares.
- Transmission of registered shares.
- 49(2). Nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share solely or jointly held by him.

50. Any person becoming entitled to the legal title in a share in consequence of the death or bankruptcy of a person whose name is entered in the Register may upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the share, upon giving to the Company notice in writing of such intent, or to make such transfer thereof as such deceased or bankrupt person could have made, but the Directors shall in either case have the same right to refuse or suspend registration as they would have had in the case of such transfer by such deceased or bankrupt person before the death or bankruptcy, as the case may be.
- Rights of registration and transfer upon demise or bankruptcy of Member.
51. Save as otherwise provided in these Articles, a person becoming entitled to a share pursuant to Articles 49(1) and 50, shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the share, but he shall have no right to receive notice or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a Member until he shall have been registered as a Member in the Register or his name shall have been entered in the Depository Register, as the case may be. Provided Always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or transfer the share, and if the notice is not complied with within ninety days of the date of such notice, the Directors may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.
- Person registered under transmission clause entitled to dividends.

#### PURCHASE OF OWN SHARES

52. Subject to and in accordance with the provisions of the Act, the Company may purchase or otherwise acquire ordinary shares issued by it on such terms as the Company may think fit and in the manner prescribed by the Act. All shares repurchased by the Company shall be cancelled.
- Company may purchase its own shares

## STOCK

53. The Company in General Meeting may by Ordinary Resolution convert any paid-up shares into stock and may from time to time reconvert such stock into paid-up shares of any denomination. Conversion of shares to stock.
54. When any shares have been converted into stock the several holders of such stock may transfer their respective interests therein or any part of such interests in such manner as the Company in General Meeting shall direct, but in default of any direction then in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances will admit. But the Directors may if they think fit from time to time fix the minimum amount of stock transferable Provided Always that such minimum shall not exceed the nominal amount of the shares from which the stock arose. Stockholders entitled to transfer interest.
55. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same rights, privileges and advantages for the purposes of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such rights, privileges or advantages, except the participation in the dividends, profits and assets of the Company, shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such rights, privileges or advantages. Stockholders entitled to profits.
56. All such provisions of these Articles as are applicable to paid up shares shall apply to stock and in all such provisions the words "shares" shall include "stock", and "Depositor", "Member" and "shareholder" shall include "stockholder". Definitions.

## INCREASE OF CAPITAL

57. The Company in General Meeting may from time to time by Ordinary Resolution, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase shall direct. Power to increase capital.
- 58(1). Unless otherwise determined by the Company in General Meeting or except as permitted under the Exchange's listing rules, all new shares shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings, in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. Issue of new shares to Members.
- 58(2). The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the Notice of issue.

opinion of the Directors, be conveniently offered in the manner hereinbefore provided.

59. Subject to any directions that may be given in accordance with the powers contained in the Memorandum of Association or these Articles, any capital raised by creation of new shares shall be considered as part of the original capital and all new shares shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it had been part of the original capital.

New capital considered part of original capital.

#### ALTERATION OF CAPITAL

- 60(1). The Company may by Ordinary Resolution:-

Alteration of capital.

- (a) consolidate and divide its capital into shares of larger amount than its existing shares; or
- (b) 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 share capital by the amount of the shares so cancelled; or
- (c) by subdivision of its existing shares or any of them divide its capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association. The resolution by which the subdivision is effected may determine that, as between the holders of the resulting shares, one or more of such shares may have any such preferred, deferred or other special rights or be subject to any restriction as the Company has power to attach to unissued or new shares; or
- (d) subject to the Statutes, convert any class of shares into any other class of shares.

- 60(2). The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any requirement authorised and consent required by law.

#### MODIFICATION OF CLASS RIGHTS

61. Subject to the Statutes and save as provided by these Articles, all or any of the special rights or privileges attached to any class of shares in the capital of the Company for the time being issued may, at any time, as well before as during liquidation, be modified, affected, altered or abrogated, either with the consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting, but so that the quorum thereof shall be not less than two persons personally present and holding or representing by proxy one-third of issued shares of the class, and that any holder of shares of the class, present in person or by proxy, shall on a poll be entitled to one vote for each share of the class held or represented by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present, any two holders of shares of the class who are personally present shall be a quorum. The Directors shall comply with the provisions of Section 186 of the Act as to forwarding a copy of any such consent or Resolution to the Registrar of Companies.

Modification of class rights.

#### BORROWING POWERS

62. The Directors may, from time to time, exercise all the powers of the Company to raise or borrow or secure the payment of any sum or sums of moneys for the

Powers to borrow.

purposes of the Company.

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| 63. | The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and, in particular, by the issue of debentures or debenture stock of the Company, perpetual or otherwise, charged upon or by mortgage charge or lien of and on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being, or by making, accepting, endorsing or executing any cheque, promissory note or bill of exchange. | Conditions of borrowing.                      |
| 64. | Every debenture or other instrument for securing the payment of money may be made assignable and free from any equity between the Company and the person to whom the same may be issued. Any debenture or debenture-stock, bond or other instrument may be issued at a discount, premium or otherwise and with any special privilege as to redemption, surrender, drawing, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.   | Securities assignable and free from equities. |
| 65. | The Directors shall cause a proper register to be kept, in accordance with Section 138 of the Act, of all mortgages and charges specifically affecting the property of the Company and shall comply with the provisions of Section 131 of the Act.   | Register of mortgages.                        |

#### GENERAL MEETINGS

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| 66. | In addition to any other meetings, a General Meeting shall be held once at least in every calendar year, at such time and place as may be determined by the Directors, but so that no more than fifteen months shall be allowed to elapse between any two such General Meetings.   | General Meetings.   |
| 67. | The abovementioned General Meetings shall be called Annual General Meetings. All other General Meetings shall be called Extraordinary General Meetings.  | Annual General Meetings.  |
| 68. | The First Annual General Meeting of the Company shall be held at such time within a period of not more than eighteen months from the date of incorporation of the Company and at such time and place as the Directors may determine.   | First Annual General Meeting.   |
| 69. | The Directors may call an Extraordinary General Meeting of the Company whenever they think fit in accordance with the Statutes.  | Directors may call Extraordinary General Meetings.                    |
| 70. | The Directors shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company; and in the case of such requisition the following provisions shall have effect:-  | Extraordinary General Meetings called on requisition of shareholders. |
|     | (a) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Office, and may consist of several documents in like form each signed by one or more requisitionists.   |   |
|     | (b) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or any of them representing more than one-half of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit. |   |

- (c) In the case of a meeting at which a resolution is to be proposed as a Special Resolution the Directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Statutes.
- (d) Any meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

71. Subject to the Statutes relating to the convening of meetings to pass Special Resolutions and agreements for shorter notice, at least fourteen clear days' notice in writing specifying the place, day and hour of the meeting, and in case of special business, a notice in writing setting out the general nature of such special business, accompanied by a statement regarding the effect of any proposed resolution in respect of such special business, shall be given to all Members and the Exchange other than such as are not entitled under these Articles to receive such notices from the Company. Every such notice shall be published in at least one English Language daily newspaper circulating in Singapore at least fourteen clear days before the meeting. Whenever any meeting is adjourned for fourteen days or more, at least seven days' notice in writing of the place and hour of such adjourned meeting shall be given in like manner. Provided Always that when a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of meeting.
72. Any Member entitled to be present and vote at a meeting or his proxy may submit any resolution to any General Meeting, provided that at least for the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing by him containing the proposed resolution, and stating his intention to submit the same. The prescribed time abovementioned shall be such that, between the date that the notice is served and the day appointed for the meeting, there shall be not less than three nor more than fourteen intervening days. Members may submit resolution to meeting on giving notice to Company.
73. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution will be proposed. Secretary to give notice to Members.
74. The accidental omission to give any notice to or non-receipt of any notice by any Member shall not invalidate the meeting or any resolution passed or proceedings at any such meeting. Accidental omission to give notice.

#### PROCEEDINGS AT GENERAL MEETINGS

75. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and reports (if any) of the Directors and Auditors, the fixing of the remuneration of Directors, the election of Directors in the place of those retiring, the declaration of dividends and the appointment of and the fixing of the remuneration of the Auditors. Special business.
76. Save as is herein otherwise provided, two Members present in person or by proxy shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum is present at the commencement of the business. A corporation being a Member shall be deemed to be personally present if represented in accordance with the provisions of Article 91. Quorum.

77. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place. At the adjourned meeting, any two or more Members present in person or by proxy shall be a quorum. If quorum not present.
78. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director or, if no Director be present or if all the Directors present decline to take the chair, one of themselves to be Chairman of the meeting. Chairman.
79. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Adjournment
80. At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by:- How matters are to be decided.
- (a) the Chairman of the meeting; or
  - (b) not less than two Members present in person or by proxy and entitled to vote; or
  - (c) a Member or Members present in person or by proxy, holding or representing, as the case may be:-
    - (i) not less than one-tenth of the total voting rights of all Members entitled to vote at the meeting; or
    - (ii) shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
- 81(1). If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Chairman's direction as to poll.
- 81(2). No poll shall be demanded on the election of a Chairman of a meeting or on a question of adjournment. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.
82. Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution. Declaration of Chairman conclusive.
- 83(1). No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting, as the case may be, at which the vote objected to is or may be given, tendered or cast, 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. Objection to admissibility.

- 83(2). If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting, or at any adjournment thereof, and unless in the opinion of the Chairman at the meeting or at any adjournment thereof as the case may be, it shall be of sufficient importance to vitiate the result of the voting.
84. In 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, as the case may be, shall have a second or casting vote.

In the event of equality of votes.

#### VOTES OF MEMBERS

- 85(1). Subject to and without prejudice to any special privileges or restriction as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company:-
- (a) every Member who is present in person or by proxy shall have one vote on a show of hands, the Chairman to decide which proxy shall be entitled to vote where a Member is represented by two proxies; and
- (b) every Member who is present in person or by proxy, in case of a poll, shall have one vote for every share which he holds or represents and upon which all calls or other sums due thereon to the Company have been paid.
- 85(2). For the purpose of determining the number of votes which a Member, being a Depositor, or his proxy may cast at any General Meeting upon a poll being called, the number of shares held or represented shall, in relation to the shares of that Depositor, be the number of shares entered against his name in the Depository Register as at the Cut-Off Time as certified by the Depository to the Company.
86. 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 or the Depository Register, as the case may be.
87. Unless the Directors otherwise determine, no person other than a Member who shall have paid everything for the time being due from him and payable to the Company in respect of his shares, shall be entitled to be present or to vote on any question either personally or by proxy at any General Meeting.
88. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by the committee, curator bonis, or other person in the nature of committee or curator bonis appointed by that Court, and any such committee, curator bonis, or other person may, on a poll, vote by proxy.
89. 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.
- 90(1). A proxy need not be a Member.
- 90(2). A Member shall not be entitled to appoint more than two proxies to attend and vote at the same General Meeting Provided Always that where the Member is a Depositor, the Company shall be entitled and bound:-

Voting rights.

Right of joint holders.

Members only entitled to vote upon full payment.

Votes of Members of unsound mind.

Vote personal or by proxy.

Proxies.

- (a) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered against his name in the Depository Register as at the Cut-Off Time as certified by the Depository to the Company;
- (b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at the Cut-Off Time as certified by the Depository to the Company, whether that number be greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor; and
- (c) in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.
- 90(3). In any case where a form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy. If no proportion is specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his name in the Depository Register and any second named proxy as an alternate to the first named or at the Company's option to treat the instrument of proxy as invalid.
91. Any corporation which is a Member may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meetings of the Company or any class of Members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder. Corporation may appoint representative.
92. An instrument appointing a proxy shall be in writing in any usual or common form (including the form approved from time to time by the Depository) or in any other form which the Directors may approve and:- Execution of instrument of proxy on behalf of appointor.
- (1) in the case of an individual shall be signed by the appointor or his attorney;
- (2) 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.
93. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or the power of attorney or other authority, if any, or a duly certified copy thereof shall (failing previous registration with the Company) if required by law, be duly stamped and be deposited at the Office, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. Lodgement of instrument appointing proxy.
94. The signature on an instrument of proxy need not be witnessed. No witness needed for instrument of proxy.
95. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given Provided Always that no notice in writing of the death or revocation or transfer shall have been received at the Office one hour at least before the time fixed for holding the meeting. When vote by proxy valid though authority revoked.

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| 96. | An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to speak at the meeting.   | Instrument deemed to confer authority.                           |
| 97. | Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable. | Voting in respect of shares of different monetary denominations. |

#### DIRECTORS

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| 98.     | Until otherwise determined by a Special Resolution at a General Meeting, the number of Directors shall not be less than two or more than twenty. All the Directors of the Company shall be natural persons.   | Number of Directors.    |
| 99.     | The first Directors of the Company were <b>LEE HAN FUI</b> and <b>CHUNG SHIH DAH</b> .  | First Directors.        |
| 100.    | A Director shall not be required to hold any share in the Company.  | No share qualification. |
| 101(1). | Any Director may at any time and from time to time appoint any other person approved by a majority of the Directors for the time being to be his alternate. An alternate Director shall be entitled (subject to his giving to the Company an address within the Republic of Singapore at which notices may be served on him) to receive notice of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not present, and generally at such meeting to exercise all the powers, rights, duties and authorities of the Director appointing him. Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. All the appointments and removals of alternate Directors made by any Director in pursuance of this Article, shall be in writing under the hand of the Director making the same and shall be sent to or left at the Office. A Director may not act as an alternate for another Director. A person may not act as an alternate Director for more than one Director of the Company. | Alternate Director.     |
| 101(2). | An alternate Director may be removed by his appointor and the appointor (subject to the approval of the Directors) may appoint another in his place. An alternate Director may be removed from office by a resolution of the Directors, but he shall be entitled to vote on such resolution and he shall, ipso facto, cease to be an alternate Director if his appointor ceases for any reason to be a Director. The appointment of an alternate Director shall also determine on the happening of any event which, if he were a Director, would cause him to vacate such office.   |                         |
| 101(3). | An alternate Director shall be entitled to contract and be interested in and benefit from contracts, arrangements or transactions to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration in respect of his appointment as alternate Director except only such part (if any) of the remuneration otherwise payable to his appointor in which event any fee paid by the Company to an alternate Director shall be deducted from the fees of the Director appointing the alternate.  |                         |
| 102(1). | The Directors shall be entitled to receive by way of fees for their services as Directors in each year such sum as shall from time to time, subject to Section 169 of the Act, be determined by the Company by resolution passed at a General Meeting, the notice of which shall specify the proposals concerning the   | Remuneration.           |

same. Such remuneration shall be divided amongst the Directors as they shall determine or failing agreement equally.

102(2). The fees payable to the Directors shall not be increased except pursuant to a resolution passed at a General Meeting, where notice of the proposed increase has been given in the notice convening the Meeting.

102(3). The remuneration of a non-executive Director shall be by a fixed sum and not by a commission on or percentage of profits or turnover. The remuneration of an executive Director may not include a commission on or a percentage of turnover.

102(4). The provisions of this Article are without prejudice to the power of the Directors to appoint any of their number to be employee or agent of the Company at such remuneration and upon such terms as they think fit without the approval of the Members in General Meeting provided that such remuneration may include a commission on or percentage of profits but not a commission on or percentage of turnover.

102(5). Subject to the provisions of the Statutes, 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 for the time being holding any executive office and for the purpose of providing any such pensions or other benefits to contribute to any scheme of fund to pay premiums.

103. If any Director, being willing and having been called upon to do so, shall hold an executive office in the Company, shall render or perform extra or special services of any kind, including services on any committee established by the Directors, or shall travel or reside abroad for any business or purposes of the Company, he shall be entitled to receive such sum as the Directors may think fit for expenses, and also such remuneration as the Directors may think fit, either as a fixed sum or as provided in Article 102(3) (but not by way of commission on or percentage of turnover) and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company.

Directors to be reimbursed and remunerated for special services rendered.

104(1). The office of a Director shall be vacant if the Director:-

- (a) ceases to be a Director by virtue of the Statutes; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) is or becomes prohibited from being a Director by reason of any order made under the Statutes; or
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental disorder; or
- (e) resigns his office by notice in writing to the Company; or
- (f) for more than six months is absent without permission of the Directors from meetings of the Directors held during that period and his alternate Director (if any) shall not during such period have attended in his stead; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in manner required by the Statutes; or

When office of Director to be vacated.

- (h) if he is removed from office pursuant to the Statutes.
- 104(2). The appointment of any Director to the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Director shall automatically terminate if he ceases to be a Director but without prejudice to any claim for any damage or breach of any contract of service between him and the Company.
- 104(3). The appointment of any Director to any other executive office shall automatically terminate if he ceases from any cause to be a Director only if the contract or resolution under which he holds office expressly so provides, in which case such termination shall be without prejudice to any claim for damages or breach of any contract of service between him and the Company.
- 105(1). A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 156 of the Act. Director to declare interest if any.
- 105(2). A Director shall not vote in respect of any contract or proposed contract or arrangement with the Company in which he has directly or indirectly a personal material interest and if he shall do so his vote shall not be counted nor save as provided by Article 106 shall he be counted in the quorum present at the meeting.
- 105(3). A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as a vendor, purchaser or otherwise. Subject to this Article 105, no such contract and no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
106. Subject to Article 105(2) above, a Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged. Director included in quorum.
107. At the Annual General Meeting in every year one-third of the Directors for the time being (other than the Managing Director), or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office Provided Always that all Directors (except the Managing Director) shall retire from office at least once every three years. Retirement.
108. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. Determination of Directors to retire.
109. Subject to the Statutes, a retiring Director shall be eligible for re-election at the meeting at which he retires. Re-election.
110. A person who is not a retiring Director shall be eligible for election to office of Director at any General Meeting if some Member intending to propose him has, at least eleven clear days before the meeting, left at the Office of the company a notice in writing duly signed by the nominee, giving his consent to the Nomination of Directors.

nomination and signifying his candidature for the office, or the intention of such Member to propose him, Provided That in the case of a person recommended by the Directors for election, nine clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.

111. The Company by Special Resolution in General Meeting may, from time to time, increase or reduce the number of Directors, and may alter their qualification, if any. Increasing or reducing number.

#### MANAGING DIRECTOR

112. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period (not exceeding five years) and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Managing Director shall be subject to the control of the Directors. A Director so appointed shall not, while holding that office be subject to retirement but his appointment shall be automatically determined if he ceases from any cause to be a Director. Appointment of Managing Director.
113. The Directors may vest in such Managing Director such of the powers exercisable under these Articles by them as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they may think expedient and they may confer such powers either collaterally with, or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. Powers of Managing Director.
114. The Directors shall (subject to the provisions of any contract between the Managing Director and the Company) from time to time fix the remuneration of the Managing Director which may be by way of fixed salary, commission or participation in profits (but not turnover) of the Company or by any or all of these modes. Remuneration of Managing Director.

#### POWERS AND DUTIES OF DIRECTORS

115. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company, as are not by the Statutes or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles or to such Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. A Director who is not a Member of the Company may nonetheless be entitled to attend and speak at General Meetings. Powers of Directors.
116. The Directors shall not carry into effect any proposals for disposing of the whole or substantially the whole of the Company's undertaking or property unless those proposals have been approved or ratified by the Company in General Meeting. Disposal of undertaking or property.
117. The Directors shall have power at any time and from time to time to appoint any other qualified person as a Director either to fill a casual vacancy or as an addition to the Board. But any Director so appointed shall hold office only until Directors may appoint qualified person to fill.

- the next Annual General Meeting of the Company, and shall be eligible for re-election.
118. The Company may from time to time by Ordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another person in his stead. The person so appointed shall continue to hold office until the next Annual General Meeting.
119. The Directors may from time to time, by power of attorney under the Seal appoint any person, company, firm 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 the Directors think fit, and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

vacancy.

Removal of  
Directors.Directors may  
appoint attorney.

#### PROCEEDINGS OF DIRECTORS

- 120(1). The Directors may meet together at any place for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes.
- 120(2). The contemporaneous linking together by telephone of a number of the Directors not less than the quorum and the Secretary, wherever in the world they are, shall be deemed to constitute a meeting of the Directors so long as the following conditions are met:
- (a) the Directors for the time being entitled to receive notice of any meeting of the Directors (including any alternate for any Director) shall be entitled to notice of any meeting by telephone and to be linked by telephone for the purpose of such meeting. Notice of any such meeting may be given by telephone to all the Directors whether such Directors are within Singapore or otherwise;
  - (b) each of the Directors taking part and the Secretary must be able to hear each of the other Directors taking part subject as hereinafter mentioned throughout the meeting;
  - (c) at the commencement of the meeting each Director must acknowledge his presence to all the other Directors taking part;
  - (d) unless he has previously obtained the consent of the Chairman of the meeting, a Director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a Director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected; and
  - (e) a minute of the proceedings shall be sufficient evidence thereof, conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid and of the observance of all necessary formalities if certified by the Chairman and the Secretary.
121. No business shall be transacted at any meeting of the Directors unless a quorum is present when the meeting proceeds to business. For all purposes

Meeting of Directors  
and how questions  
decided.Meeting of Directors  
by telephone  
conference.

Quorum.

the quorum shall be two Directors present personally or by his alternate.

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| 122. | A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors by notice served upon the Directors, whether such Directors are within Singapore or otherwise.  | Meetings.   |
| 123. | The Directors shall from time to time elect a Chairman who shall preside at meetings, but if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, a substitute for that meeting shall be appointed by such meeting.  | Chairman.   |
| 124. | Where two Directors form a quorum, the Chairman of a meeting at which only such a quorum is present or at which only two Directors are competent to vote in the question at issue, shall not have a casting vote. Save as aforesaid, in the case of an equality of votes the Chairman shall have a second or casting vote.  | Chairman's casting vote.                                |
| 125. | The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the continuing Directors may, except in an emergency, act for the purpose of increasing the number of Directors to such minimum number, or of summoning a General Meeting of the Company, notwithstanding that there shall not be a quorum, but for no other purpose.  | Continuing Directors may act.                           |
| 126. | The Directors may delegate any of their powers to committees, consisting of such Member or Members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.   | Powers to delegate to committees.                       |
| 127. | A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.   | Meeting of committees.                                  |
| 128. | A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman shall have a second or casting vote.   | Questions how determined.                               |
| 129. | All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.  | Validity of acts notwithstanding defective appointment. |
| 130. | A resolution in writing signed by a majority of the Directors for the time being shall be valid and effectual as a resolution duly passed at a meeting of Directors duly convened and held, notwithstanding that such signing may take place at different times or places. Any such resolution may consist of several documents in like form, each signed by one or more Directors. The expressions "in writing" and "signed" include approval by telefax, telex, cable or telegram by any such Director. | Resolutions of Directors.                               |

#### MINUTES

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|---------|---|----------|
| 131(1). | The Directors shall cause minutes to be duly entered in books provided for that purpose:- | Minutes. |
|---------|---|----------|

- (a) of all appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors;
  - (c) of all orders made by the Directors and committees of Directors; and
  - (d) of all resolutions and proceedings of General Meetings and of meetings of the Directors or committee of Directors.
- 131(2) Any such minutes of any meeting of the Directors or committee of Directors or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

#### THE SEAL

- 132(1). The Directors shall provide for the safe custody of the Seal, and the Seal shall only be used by the authority of the Directors. Every instrument to which the Seal is affixed shall bear the signatures or autographic or facsimile signatures of a Director and the Secretary or a second Director or some other person appointed by the Directors for the purpose. Any facsimile signature may be reproduced by mechanical electronic or other method approved by the Directors. The Seal.
- 132(2). The Company may have a duplicate common seal which shall be a facsimile of the common seal of the Company with the addition on its face of the words "Share Seal" and a certificate for shares under such duplicate seal shall be deemed to be sealed with the common seal of the Company.
- 132(3) The Company may exercise all the powers conferred by Section 41(7) of the Act.

#### THE SECRETARY

133. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The Directors may from time to time appoint an assistant or deputy Secretary or two or more persons as joint Secretaries upon such conditions as they may think fit. Secretary.
134. Anything required or authorised by these Articles or the Statutes to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors Provided Always that any provision of these Articles or the Statutes requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary. Assistant or deputy Secretary.

#### DIVIDENDS

135. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles as to the reserve fund shall be divisible among the Members in proportion to the amount of capital paid up on the shares held by them respectively. Appropriation of profits.

136. The Company in General Meeting may by Ordinary Resolution declare a dividend on or in respect of any share to the Members according to their rights and interest in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. Declaration of Dividend.
137. No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest. Dividend payable out of profits.
138. The declaration of the Directors as to the net profits of the Company shall be conclusive. Declaration conclusive.
139. The Directors may from time to time pay to the Members such interim dividends as in their judgment the position of the Company justifies provided no such dividends shall be declared more than once in six months. Interim dividend.
140. The Directors may retain any dividends 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. Debts may be deducted.
141. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer or the entry of the shares against the Depositor's name in the Depository Register, as the case may be. Effect of transfer.
142. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of wholly or partly paid-up shares, debentures, or debenture stock of the Company, or wholly or partly paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Directors shall give effect to such resolution; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof and may determine that cash payments shall be made to any Member 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 upon such trusts for the persons entitled to the dividends as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with Section 63 of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective. Dividend in specie.
143. The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmissions of shares hereinbefore contained entitled to become a Member, or which any person under those provisions is entitled to transfer until such person shall become a Member in respect of such shares or shall duly transfer the same. Power to retain dividends.
144. In case several persons are registered in the Register or entered in the Depository Register, as the case may be, as the holders of any share, any resolution of the Directors or the Company in General Meeting declaring a dividend on shares of any class may specify that the dividend shall be payable to such persons at the close of business on a particular date and thereupon the dividend shall be payable in accordance with their respective holdings so registered. Any person registered in the Register or in the Depository Register, as the case may be, as the holder or joint holder of any share or is entitled jointly to a share in consequence of the death or bankruptcy of the holder may give effectual receipts for dividends, bonuses, other moneys payable or properties distributable and payment on account of dividends on or in respect of such shares. Payment to and receipt by joint holders.

145. Notice of declaration of any dividend, whether interim or otherwise, may be given by advertisement. Notice of dividend.
146. Unless otherwise directed, any dividend may be paid by cheque, dividend warrant or Post Office Order, sent through the post to the registered address appearing in the Register or the Depository Register, as the case may be, of the Member or person entitled, or where two or more persons are registered in the Register or entered in the Depository Register, as the case may be, as joint holders or are entitled to the dividend as a result of the death or bankruptcy of the holder, to that one whose name shall stand first on the Register or the Depository Register, as the case may be, in respect thereof and every cheque, dividend warrant or Post Office Order so sent shall be made payable to the order of the person to whom it is sent or to any person and address as such Member(s) or persons(s) may direct in writing. The Company shall not be responsible for the loss of any cheque, dividend warrant or Post Office Order, which shall be sent by post duly addressed to and at the sole risk of the Member or person for whom it is intended. Payment of the cheque, dividend warrant or Post Office Order by the bank upon which they are respectively drawn shall be a full and valid discharge to the Company. Notwithstanding the provisions of these Articles, payment by the Company to the Depository of any dividend payable to a Depositor shall also be a full and valid discharge of the Company from liability to the Depositor in respect of that payment to the extent of the payment made to the Depository. Payment by post.
147. The Depository will hold all dividend unclaimed for six years after having been declared and paid before release to the Directors, and the Directors may invest or otherwise make use of the unclaimed dividends for the benefit of the Company until claimed. Unclaimed dividends.

#### CAPITALISATION OF PROFITS AND RESERVES

- 148(1). The Company in General Meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve funds or to the credit of the profit and loss account or otherwise available for distribution; and accordingly that such sum be set free for distribution amongst the holders of shares in the Register or in the Depository Register, as the case may be, who would have been entitled thereto if distributed by way of dividends and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up on full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such holders or in their nominees in the proportion aforesaid or partly in the one way and partly in the other and the Directors shall give effect to such resolution Provided Always that a capital redemption reserve fund may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to such holders as fully paid bonus shares unless otherwise permitted by the provisions of the Act. Capitalisation of profits and reserves.
- 148(2). Whenever such resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the amounts resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision for the satisfaction of the right of the holders of such shares in the Register or in the Depository Register, as the case may be, under such resolution to a fractional part of a share by the issue of fractional certificates or by payment in cash or otherwise as they think fit and also to authorise any persons to enter on behalf of such holders entitled thereto or their nominees into an agreement with the Company providing for the allotment to them respectively credited as fully paid

up of any further shares to which they may be entitled upon such capitalisation; and any agreement made under such authority shall be effective and binding on all such holders and their nominees.

#### RESERVE FUND

149. The Directors may, before declaring any dividend or bonus in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period, cause to be reserved or retained and set aside out of such sums as they may determine to form a Reserve Fund to meet contingencies or depreciation in the value of the property of the Company, or for equalising dividends or for special dividends or for distribution of bonuses or for repairing, improving and maintaining any of the property of the Company, or for such other purposes the Directors shall, in their absolute discretion, think conducive to the interest of the Company.
- Formation and object of Reserve Fund.

#### ACCOUNTS

150. The Directors shall cause true accounts to be kept in books provided for such purpose:-
- (a) of all sales and purchases by the Company;
- (b) of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place; and
- (c) of the assets and liabilities of the Company.
- Accounts to be kept.
151. The books of accounts shall be kept at the Office of the Company, or at such other place or places as the Directors shall think fit. The Directors shall from time to time determine whether and to what extent and at what times and places and what conditions or regulations the accounts and books of the Company shall be open to the inspection of Members and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in General Meeting.
- Books to be kept at Office.
152. The Directors shall at some date not later than eighteen months after the date of the incorporation of the Company and subsequently once at least in every calendar year at intervals of not more than fifteen months lay before the Company at its Annual General Meeting a profit and loss account and a balance sheet for the period since the preceding Annual General Meeting (or in the case of the first account and balance sheet, since the date of incorporation of the Company) made up to a date not more than five months before the date of the Meeting.
- Profit and loss account.
153. The interval between the close of the financial year of the Company and the issue of the profit and loss account and the balance sheet relating to it shall not exceed five months.
- Interval between accounts.
154. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors' report shall not less than fourteen clear days before the date of the Meeting, be sent to all persons entitled to receive notices of General Meetings of the Company.
- Copy of balance sheet to be sent to persons entitled.

## AUDITS

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| 155. | Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditors.  | Annual audits.                    |
| 156. | The appointment and duties of such Auditor or Auditors shall be in accordance with the Statutes which may be in force in relation to such matters.   | Appointment of Auditors.          |
| 157. | If any casual vacancy occurs in the office of Auditor, the Directors may fill the same, but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act.   | Casual vacancy.                   |
| 158. | Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive. | Audited account to be conclusive. |

## NOTICES

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| 159(1). | A notice or other document may be served by the Company upon a Member, either personally, or by sending it through the post in a prepaid letter or by telex or facsimile transmission addressed to such Member at his address as appearing in the Register or in the Depository Register, as the case may be.  | How notices and documents to be served. |
| 159(2). | Notwithstanding the aforesaid provisions, where the Directors have determined that any notice or other document shall not be served to a Member in any country or jurisdiction outside the Republic of Singapore, any Member who is described in the Register or in the Depository Register, as the case may be, by an address not within the Republic of Singapore shall be deemed to be duly served with such notice or document when such notice or document is duly posted up in the Office. |   |
| 160.    | All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register or in the Depository Register, as the case may be, and notice so given shall be sufficient notice to all the holders of such share.   | Notice to joint holders.                |
| 161.    | Any Member described in the Register or the Depository Register, as the case may be, by an address not within the Republic of Singapore who shall from time to time give the Company an address within the Republic of Singapore at which notices may be served upon him shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles.  | Address for service.                    |
| 162.    | As regards Members who have no address appearing in the Register or the Depository Register, as the case may be, a notice posted up in the Office shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted up.   | Where no address.                       |
| 163.    | Any document other than a notice required to be served on a Member, may be served in like manner as a notice may be given to him under these Articles. The signature to any such notice or document may be written or printed.   | Service of documents.                   |
| 164.    | Any notice or other document required to be sent or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper or by   | Service on Company.                     |

telex or facsimile transmission addressed to the Company or to such officer at the Office.

165. Any notice or other document, if served or sent by post, shall be deemed to have been served at the time the same is left at the address of the Member in the Register or in the Depository Register, as the case may be, if served personally and at the time when the letter containing the same is put into the post if sent by post, (and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office) and at the same time the same would have reached the Member in the normal course if sent by telex or facsimile transmission.
- When service effected.
166. Every person who, by operation of law, transfer or any 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 registered in the Register or in the Depository Register, as the case may be, shall be duly given to the person from whom he derives his title to such share.
- Transferees bound by prior notice.
167. Any notice or document served upon or sent to, or left at the address of any Member in the Register or in the Depository Register, as the case may be, pursuant to these Articles, shall, notwithstanding that such Member be then deceased or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share held by such Member, whether held solely or jointly with other persons, until some other person be registered in his stead as the holder or joint holder of such share, and such service shall, for all purposes of these Articles, be deemed a sufficient service of such notice or document on his executors, administrators or assigns, and all persons (if any) jointly interested with him in such share.
- Notice valid though Member deceased.

#### WINDING UP

168. The Directors shall have the power to present a petition to the court in the name and on behalf of the Company for the Company to be wound up.
- Directors have power to present petition.
169. If the Company shall be wound up, and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
- Distribution of assets in winding up.
170. If the Company shall be wound up, the liquidators may, with the sanction of a Special Resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved or otherwise than in accordance with such rights, the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 306 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed
- Distribution of assets in specie.

pursuant to the said Section may in like manner authorise the distribution of any share or other consideration receivable by the Liquidators amongst the Members otherwise than in accordance with their existing rights; and any such determination, shall be binding upon all the Members subject to the right of dissent and consequential rights conferred by the said Section.

171. On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been ratified by the Members. The amount of such payment shall be notified to all Members at least seven days prior to the meeting at which it is to be considered.
- Commission or fee to liquidators.

#### INDEMNITY

172. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in the Act), which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no such Directors or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the Act.
- Indemnity of officers.

#### SECRECY

173. No Member shall be entitled to require the Company to disclose any information relating to any trade, business, product or process which is secret in nature which may relate to the conduct of the business of the Company and which the Directors determine to be inexpedient and inadvisable to communicate in the best interest of the Members save as may be authorised by law and the Listing Manual of The Singapore Exchange Securities Trading Limited.
- Secrecy in the best interest of the Members.

#### MARGINAL NOTES

174. The marginal notes shall not affect the construction thereof.
- Marginal notes.

#### AMENDMENTS

175. No deletion, amendment, addition or other modification shall be made to these Articles without the prior written approval of the Exchange.
- Exchange Approval.

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NAMES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

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NAME : LEE HAN FUI  
ADDRESS : 38 GOLDHILL AVENUE, GOLDHILL TOWER #12-42  
SINGAPORE 1130  
OCCUPATION : COMPANY DIRECTOR

NAME : CHUNG SHIH DAH  
ADDRESS : 24 RIVER VALLEY CLOSE #16-26 SINGAPORE 0923  
OCCUPATION : COMPANY DIRECTOR

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Dated this            day of            2001.

Witness to the above signatures:

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Advocate & Solicitor