
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your Share Stapled Units (as defined herein) in **Langham Hospitality Investments and Langham Hospitality Investments Limited**, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee, or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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LANGHAM

HOSPITALITY INVESTMENTS

Langham Hospitality Investments

*(As constituted pursuant to a deed of trust on 8 May 2013 under the laws of Hong Kong,
the trustee of which is LHIL Manager Limited)*

and

Langham Hospitality Investments Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1270)

AMENDMENTS TO THE CONSTITUTIONAL DOCUMENTS OF THE TRUST AND THE COMPANY AND NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening the EGM (as defined herein) of Langham Hospitality Investments and Langham Hospitality Investments Limited to be held at 32nd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong on Thursday, 12 May 2022 at 4:15 p.m. (or immediately after the conclusion or adjournment of the forthcoming 2022 annual general meeting of Langham Hospitality Investments and Langham Hospitality Investments Limited to be held at the same venue and on the same day) is set out on pages N1 to N4 of this circular. Whether or not you are able to attend the EGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and deposit it to the Principal Place of Business in Hong Kong of the Company at Suite 2702, 27th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong, as soon as possible and in any event no later than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish and in such event, the proxy form shall be deemed to be revoked.

SPECIAL ARRANGEMENTS FOR EGM

To protect the attending Holders of Share Stapled Units, staff and stakeholders from the risk of infection of COVID-19, the Trust and the Company will implement certain precautionary and control measures at the EGM against the pandemic. Please refer to the section "Special Arrangements for EGM" of this Circular.

14 April 2022



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SPECIAL ARRANGEMENTS FOR EGM

Maintaining social distancing is key to control the spread of COVID-19 in Hong Kong. The Trust and the Company strongly encourage Holders of Share Stapled Units to participate by voting by proxy in advance of the EGM.

The resolution proposed at the EGM will be decided on a poll. Holders of Share Stapled Units are encouraged to exercise their rights by appointing the Chairman of the EGM as their proxy to vote on the proposed resolution at the EGM instead of attending the EGM in person. Physical attendance is not necessary for the purpose of exercising rights of Holders of Share Stapled Units.

Completion and return of the form of proxy will not preclude Holders of Share Stapled Units from attending and voting in person at the EGM or any adjournment thereof should they so wish and in such event, the proxy form shall be deemed to be revoked.

Non-registered Holders of Share Stapled Units whose Share Stapled Units are held through banks, brokers, custodians or Hong Kong Securities Clearing Company Limited should consult directly with their banks or brokers or custodians (as the case may be) to assist them in the appointment of proxy.

Holders of Share Stapled Units are strongly encouraged to cast their votes by submitting a proxy form appointing the Chairman of the EGM as their proxy.

To protect the attending Holders of Share Stapled Units, staff and stakeholders from the risk of infection of COVID-19, the Trust and the Company will implement the following precautionary and control measures at the EGM against the pandemic:

- (i) Compulsory body temperature check
- (ii) Compulsory wearing of surgical facial masks
- (iii) Mandatory health declaration
- (iv) Maintaining a safe distance between seats
- (v) No provision of refreshments or beverages
- (vi) No distribution of coupons for subsequent consumption

Should anyone seeking to attend the EGM decline to submit to these requirements or be found to be suffering from a fever (i.e. having a body temperature of over 37.5 degrees Celsius) or otherwise unwell, the Trust and the Company reserve the right to refuse such person's admission to the EGM.

SPECIAL ARRANGEMENTS FOR EGM

Subject to the development of COVID-19, the Trust and the Company may change the EGM arrangements at short notice and may issue further announcement as appropriate. Holders of Share Stapled Units should check the website of the Trust and the Company at www.langhamhospitality.com for updates on the latest arrangement of the EGM.

The Trust and the Company believe that these measures are necessary and appropriate in light of the current pandemic. If any Holder of Share Stapled Units has any question relating to the EGM, please contact the Share Registrar, Computershare Hong Kong Investor Services Limited, of 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (Online enquiry: https://www.computershare.com/hk/en/online_feedback).

DEFINITIONS

In this circular, the following expressions have the following meanings unless the context otherwise requires:

“Company”	Langham Hospitality Investments Limited (朗廷酒店投資有限公司), a company incorporated in the Cayman Islands as an exempted company with limited liability on 29 January 2013
“Company Board”	the board of directors of the Company
“Company’s Articles”	the amended and restated articles of association of the Company adopted on 22 April 2016 as amended, supplemented, substituted or otherwise modified for the time being in force
“Company’s Memorandum”	the amended and restated memorandum of association of the Company for the time being in force
“COVID-19”	the Coronavirus disease in 2019
“Constitutional Documents”	the Trust Deed, the Company’s Memorandum and the Company’s Articles
“Directors”	the directors of the Trustee-Manager and the Company
“EGM”	the extraordinary general meeting of unitholders of the Trust and shareholders of the Company to be held on a combined basis as a single meeting characterized as an extraordinary general meeting of Holders of Share Stapled Units, convened by the Trustee-Manager and the Company, will be held on Thursday, 12 May 2022 at 4:15 p.m. (or immediately after the conclusion or adjournment of the forthcoming 2022 annual general meeting of Langham Hospitality Investments and Langham Hospitality Investments Limited to be held at the same venue and on the same day), the notice of which is set out on pages N1 to N4 of this circular
“Holders of Share Stapled Units”	persons registered at the relevant time in the Share Stapled Units Register as holders of Share Stapled Units, including persons so registered as joint holders of Share Stapled Units
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

DEFINITIONS

“Latest Practicable Date”	11 April 2022, being the latest practicable date for ascertaining certain information for inclusion in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Company’s Articles”	the second amended and restated articles of association of the Company to be adopted as the articles of association of the Company in substitution for, and to exclusion of, the Company’s Articles
“Ordinary Share(s)”	ordinary share(s) with a nominal value of HK\$0.0005 each in the share capital of the Company conferring the rights set out in the Company’s Memorandum and the Company’s Articles
“Preference Share(s)”	preference share(s) with a nominal value of HK\$0.0005 each in the share capital of the Company conferring the rights set out in the Company’s Memorandum and the Company’s Articles
“Registers”	The Share Stapled Units Register, the register of holders of units, the principal and Hong Kong branch registers of members, and the register of beneficial interests as established and maintained by the Trustee-Manager and the Company in accordance with the provisions of the Trust Deed
“SFO”	the Securities and Futures Ordinance, Chapter 571 of the laws of Hong Kong as amended, supplemented or otherwise modified for the time being
“Share Stapled Unit(s)”	<p>the combination of the following securities or interests in securities which, subject to the provisions in the Trust Deed, can only be dealt with together and may not be dealt with individually or one without the others:</p> <ul style="list-style-type: none">(a) a Unit in the Trust;(b) the beneficial interest in a specifically identified Ordinary Share of the Company Linked (as defined in the Trust Deed) to the Unit and held by the Trustee-Manager as legal owner in its capacity as trustee-manager of the Trust; and

DEFINITIONS

	(c) a specifically identified Preference Share of the Company Stapled (as defined in the Trust Deed) to the Unit
“Share Stapled Units Register”	the register of Holders of Share Stapled Units
“Share Stapled Units Registrar”	Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Trust”	Langham Hospitality Investments (朗廷酒店投資), as constituted pursuant to the Trust Deed
“Trust Deed”	the trust deed dated 8 May 2013 constituting the Trust, entered into between the Trustee-Manager and the Company and as amended by a first supplemental deed dated 22 April 2016
“Trustee-Manager”	LHIL Manager Limited (朗廷酒店管理人有限公司), a company incorporated in Hong Kong with limited liability on 25 January 2013 and an indirect wholly-owned subsidiary of Great Eagle Holdings Limited, being the trustee-manager of the Trust
“Trustee-Manager Board”	the board of directors of the Trustee-Manager
“Unit”	an undivided interest in the Trust, which confers the rights set out in the Trust Deed as being conferred by a Unit (whether in its own right or as a component of a Share Stapled Unit)

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(Stock code: 1270)

Directors of the Trustee-Manager and the Company

LO Ka Shui (*Chairman and Non-executive Director*)
Brett Stephen BUTCHER (*Chief Executive Officer
and Executive Director*)
CHAN Ka Keung, Ceajer*
LIN Syaru, Shirley*
LO Chun Him, Alexander#
LO Chun Lai, Andrew#
WONG Kwai Lam*

Non-executive Directors

* *Independent Non-executive Directors*

Registered Office of the Company

Cricknet Square, Hutchins Drive
P.O. Box 2681
Grand Cayman
KY1-1111
Cayman Islands

Principal Place of Business in Hong Kong of the Company

Suite 2702, 27th Floor
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

Registered Office of the Trustee-Manager

33rd Floor
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

14 April 2022

To the Holders of Share Stapled Units

Dear Sir or Madam,

AMENDMENTS TO THE CONSTITUTIONAL DOCUMENTS OF THE TRUST AND THE COMPANY AND NOTICE OF EXTRAORDINARY GENERAL MEETING

1. INTRODUCTION

The purpose of this circular is to provide Holders of Share Stapled Units with information regarding the proposed amendments to the Constitutional Documents of the Trust and the Company and the proposed adoption of the New Company's Articles, and to seek your approval at the EGM for such matters.

LETTER FROM THE TRUSTEE-MANAGER BOARD AND THE COMPANY BOARD

2. PROPOSED AMENDMENTS TO THE CONSTITUTIONAL DOCUMENTS OF THE TRUST AND THE COMPANY

In light of the recent amendments made to the Listing Rules, the Trustee-Manager Board and the Company Board propose to bring the Constitutional Documents up to date and in line with the Listing Rules. Other consequential or housekeeping amendments are also proposed to bring the Constitutional Documents in line with the major amendments proposed.

Subject to the approval of the Holders of Share Stapled Units by way of a special resolution (which shall serve as an extraordinary resolution of registered holders of units under the Trust Deed and as a special resolution of shareholders of the Company under the Company's Articles) at the EGM, the proposed amendments to the Constitutional Documents and the proposed adoption of the New Company's Articles in substitution for and to the exclusion of the Company's Articles will take effect from the conclusion of the EGM.

As the Share Stapled Unit is a combination of an Unit in the Trust and an Ordinary Share and a Preference Share of the Company with interlinking rights subject to the governance of the Trust Deed and the Company's Articles, amendments to the Trust Deed shall only be made interconditional upon the related amendments to reflect the changes to the applicable laws and the Listing Rules being also made to the Company's Articles on a consistent basis, no changes will be made to the Company's Memorandum, and the proposal to amend the Trust Deed and the Company's Articles and to adopt the New Company's Articles will therefore be put forward in a special resolution in the notice of EGM.

Major areas of the proposed amendments to the Constitutional Documents are set out as follows:

- (a) to allow all general meetings of the Company and the Trust to be held as physical meetings or as hybrid meetings or electronic meetings and make corresponding changes to the relevant provisions of the Constitutional Documents;
- (b) to allow for votes to be cast by shareholders of the Company and Holders of Share Stapled Units electronically as the chairman of the general meeting or the Company Board or the Trustee-Manager Board (as the case may be) may determine;
- (c) to set out other related powers of the Company Board, the Trustee-Manager and the chairman of the general meeting, including making arrangements for attendance and/or participation at general meetings, ensuring the security and orderly conduct of general meetings and arrangements concerning electronic communications;
- (d) to update the provision relating to the right of minority shareholders of the Company to convene a general meeting and add resolutions to such meeting agenda;
- (e) to provide that all shareholders of the Company have the right to speak and vote at general meetings of the Company except where a shareholder of the Company is required under the Listing Rules to abstain from voting;

LETTER FROM THE TRUSTEE-MANAGER BOARD AND THE COMPANY BOARD

- (f) to update the arrangement on adjournment of general meetings of the Company and the Trust when a quorum is not present at the meeting;
- (g) to specify the right of a recognised clearing house to appoint proxies or corporate representatives to attend any meetings of the Company;
- (h) to update the provisions relating to closure of register of members of the Company and the Share Stapled Units Register;
- (i) to update the provisions relating to the appointment, removal and remuneration of auditors of the Company;
- (j) to expressly provide that the Company Board's power to present a winding up petition to the court for the Company shall be subject to a special resolution passed by the shareholders of the Company for clarity;
- (k) to specify the financial year end of the Company; and
- (l) to update, modernise, or codify provisions of the Constitutional Documents to better align with the wordings in the applicable laws of Cayman Islands (for the Company's Articles only) and the Listing Rules and other consistency changes.

The full text of the proposed amendments to the Trust Deed and the Company's Articles is set out in Appendix I and Appendix II to this circular respectively. The Chinese translation of the proposed amendments set out in the Chinese version of this circular is for reference only. In case of any discrepancy or inconsistency, the English version shall prevail.

3. EGM AND PROXY ARRANGEMENT

At the EGM, a special resolution will be proposed to approve the amendments to the Constitutional Documents.

The notice of the EGM is set out on pages N1 to N4 of this circular. Holders of Share Stapled Units are advised to read the notice and to complete and return the accompanying form of proxy for use at the EGM in accordance with the instructions printed thereon.

A resolution proposed to approve a matter to be considered by the Holders of Share Stapled Units at the EGM shall serve as both a resolution of unitholders of the Trust and a resolution of shareholders of the Company.

The form of proxy provided to Holders of Share Stapled Units for use at the EGM, and the form of voting paper to be used at the EGM, are, in each case, a single composite form. The effect of completing a form of proxy or voting paper (as the case may be) indicating a vote either for or against a resolution of Holders of Share Stapled Units to be proposed at the EGM shall be the vote cast in respect of the relevant Share Stapled Units and shall constitute:

- (a) a vote of the Units of the Trust (as component of the relevant Share Stapled Units) in respect of the resolution of unitholders of the Trust under the Trust Deed;

LETTER FROM THE TRUSTEE-MANAGER BOARD AND THE COMPANY BOARD

- (b) a vote of the Preference Shares of the Company (as component of the relevant Share Stapled Units) in respect of the resolution of shareholders of the Company under the Company's Articles; and
- (c) an instruction to the Trustee-Manager to vote the number of Ordinary Shares held by the Trustee-Manager (as component of the relevant Share Stapled Units) in the same way of the resolution of shareholders of the Company under the Company's Articles.

In respect of each individual Share Stapled Unit, the voting rights conferred by the Unit, the Preference Share and the interest in an Ordinary Share which are components of the relevant Share Stapled Unit can only be exercised in the same way (either for or against) in respect of a resolution of Holders of Share Stapled Units to be proposed at the EGM; and completion of a form of proxy or voting paper in respect of a Share Stapled Unit will have that effect, as described in the paragraph immediately above.

The Trustee-Manager will not exercise any voting rights in respect of a resolution proposed at the EGM conferred by those Ordinary Shares held by the Trustee-Manager which are components of Share Stapled Units in respect of which no voting rights are exercised by the Holders of those Share Stapled Units in respect of the relevant resolution at the EGM.

Pursuant to Rule 13.39(4) of the Listing Rules, Article 13.6 of the Company's Articles and paragraph 3.4 of Schedule 1 of the Trust Deed, the Chairman will put the proposed resolution set out in the notice of EGM to be voted by way of a poll. On a poll, votes may be given either personally, by corporate representative or by proxy. An announcement on the poll results will be published on the website of the Trust and the Company at www.langhamhospitality.com and the HKEXnews website at www.hkexnews.hk on the same day after the EGM.

3. CLOSURE OF REGISTERS

The Registers will all be closed from Thursday, 5 May 2022 to Thursday, 12 May 2022, both days inclusive, for the purpose of ascertaining the entitlement of holders of Share Stapled Units to attend and vote at the EGM. During such period, no transfer of Share Stapled Units will be registered. In order to be eligible to attend and vote at the EGM, all properly completed transfer forms accompanied by the relevant Share Stapled Units certificates must be lodged with Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Wednesday, 4 May 2022.

4. RECOMMENDATION

The Directors consider that the approval of the amendments to the Constitutional Documents and the adoption of the New Company's Articles are in the best interests of the Trust and the Company and the Holders of Share Stapled Units as a whole. Accordingly, the Directors recommend all Holders of Share Stapled Units to vote in favour of the special resolution to be proposed at the EGM.

LETTER FROM THE TRUSTEE-MANAGER BOARD AND THE COMPANY BOARD

5. GENERAL INFORMATION

Your attention is drawn to the Appendix I and II which set out details of the proposed amendments to the Constitutional Documents in accordance with the Listing Rules.

Yours faithfully,
By Order of the Boards of
LHIL Manager Limited
and
Langham Hospitality Investments Limited
LO Ka Shui
Chairman

The Trustee-Manager Board and the Company Board propose to seek approval of unitholders of the Trust and shareholders of the Company to make amendment to the Trust Deed which the full text or extract of the relevant clauses are reproduced in this Appendix I. All capitalised terms in the proposed Trust Deed amendments contained in this Appendix I are terms defined in the Trust Deed which shall have the corresponding meanings ascribed to them in the Trust Deed.

1. By deleting the words “Cayman Companies Law” wherever they may appear and replacing them with the words “Cayman Companies Act”;
2. By adding the following new definitions in alphabetical order in **Clause 1.1**:

electronic communication means a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium;

electronic meeting means a general meeting of the Registered Holders of Units held and conducted wholly and exclusively by virtual attendance and participation by members and/or proxies by means of electronic facilities;

hybrid meeting means a general meeting convened for the (i) physical attendance by the Registered Holders of Units and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations, and (ii) virtual attendance and participation by the Registered Holders of Units and/or proxies by means of electronic facilities;

Meeting Location has the meaning given to it in paragraph 1.6(a) of **Schedule 1**;

physical meeting means a general meeting of the Registered Holders of Units held and conducted by physical attendance and participation by members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;

Principal Meeting Place has the meaning given to it in paragraph 2.2 of **Schedule 1**;

3. By deleting the existing definitions of “Cayman Companies Law” and “Extraordinary Resolution of Registered Holders of Units” in **Clause 1.1** and replacing them with the following, respectively:

Cayman Companies Act means the Companies Act (as consolidated and revised) of the Cayman Islands;

Extraordinary Resolution of Registered Holders of Units means a resolution proposed and passed as such by a majority consisting of three-fourths or more of the total number of votes cast for and against such resolution at a meeting of Registered Holders of Units;

4. The existing **Clause 1.7** be amended as follows:
- “(a) Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
 - (b) the words written or in writing include (1) faxes and (2) any form of electronic communication approved by the Trustee-Manager;
 - (c) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document; references to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
 - (d) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise);
 - (e) where a Registered Holders of a Unit is a corporation, any reference in this Deed to a Registered Holders of a Unit shall, where the context requires, refer to a duly authorised representative of such member; and
 - (f) references to Clauses and Schedules are to be construed as references to the clauses of, and the schedules to, this Deed.”
5. By inserting the words “by notice given in accordance with the Listing Rules or by advertisement in a newspaper circulating generally in Hong Kong” after the words “(or any one or more of them)” in the first sentence of **Clause 9.5**.
6. By inserting the word “annual” after the words “until the next following” in the first sentence of **Clause 29.2(g)**.

7. The existing paragraph 1.1 of **Schedule 1** be amended as follows:

“1.1 The Trustee-Manager shall at least once in every ~~calendar~~financial year convene a general meeting of the Registered Holders of Units as the Annual General Meeting thereof in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it and the Annual General Meeting must be held within six (6) months after the end of the Company’s financial year. The Annual General Meeting shall be held at such time and place in such manner as set out in paragraph 1.6(a) of **Schedule 1** as the Trustee-Manager shall appoint and not less than 21 days’ notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) in writing thereof shall be given to the Registered Holders of Units.”

8. The existing paragraph 1.2 of **Schedule 1** be amended as follows:

“1.2 The Trustee-Manager may (and the Trustee-Manager shall at the request in writing of Registered Holders of Units holding not less than one-tenth of the Units for the time being in issue and outstanding) at any time convene a meeting of Registered Holders of Units at such time or place in Hong Kong (subject as hereinafter provided) and in such manner as set out in paragraph 1.6(a) of **Schedule 1** as the party convening the meeting may think fit and propose resolutions for consideration at such meeting.”

9. By adding the following paragraphs 1.6, 1.7, 1.8, 1.9, 1.10, 1.11 and 1.12 in **Schedule 1**:

“1.6 (a) The Trustee-Manager may at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (the **Meeting Location(s)**) determined by the Trustee-Manager at its absolute discretion. Any Registered Holder of a Unit or any proxy attending and participating in such way or any Registered Holder of a Unit or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.

(b) All general meetings are subject to the following and, where appropriate, all references to a “Registered Holder of a Unit(Units)” in this sub-paragraph (b) shall include a proxy or proxies respectively and in the case of a member being a corporation, shall include its duly authorised representative:

(i) where a Registered Holder of a Unit is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;

- (ii) Registered Holder of Units present in person or by proxy at a Meeting Location and/or Registered Holder of Units attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Registered Holder of Units at all Meeting Locations and Registered Holder of Units participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;

- (iii) where Registered Holder of Units attend a meeting by being present at one of the Meeting Locations and/or where Registered Holder of Units participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Registered Holder of Units or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and

- (iv) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of this Deed concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the notice for the meeting.”

“1.7 The Trustee-Manager and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Registered Holder of a Unit who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the

entitlement of any Registered Holder of a Unit so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.”

“1.8 If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have been malfunctioned for the purposes referred to in paragraph 1.6(a) above or are otherwise not able to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have been malfunctioned; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

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

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

“1.10 If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Trustee-Manager, in its absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, it may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Registered Holders of Units. Without prejudice to the generality of the foregoing, the Trustee-Manager shall have the power to provide in every notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This paragraph shall be subject to the following:

- (a) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company’s website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of a meeting);
- (b) when only the form of the meeting or electronic facilities specified in the notice are changed, the Trustee-Manager shall notify the Registered Holders of Units of details of such change in such manner as the Trustee-Manager may determine;
- (c) when a meeting is postponed or changed in accordance with this paragraph, subject to and without prejudice to paragraph 4.3 below, unless already specified in the original notice of the meeting, the Trustee-Manager shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Registered Holders of Units of such details in such manner as the Trustee-Manager may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by this Deed not less than 48 hours before the time of the postponed meeting; and
- (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original notice of general meeting circulated to the Registered Holders of Units.”

“1.11 All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to paragraph 1.8 above, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.”

“1.12 Without prejudice to other provisions in paragraph 4.3 below, a physical meeting may also be held by means of such telephone, electronic or other communication facilities permitting all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.”

10. The existing paragraph 2.2 of **Schedule 1** be amended as follows:

“2.2 At least 14 days’ notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Registered Holders of Units in the manner provided in this Deed, except that at least 21 days’ notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of the meeting shall be given to the Registered Holders of Units where an Extraordinary Resolution of Registered Holders of Units is proposed for consideration at such meeting. The notice shall specify (a) the place, day and time of meeting; (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Trustee-Manager pursuant to paragraph 1.6(a) above, the principal place of the meeting (the *Principal Meeting Place*); (c) if the meeting is to be a hybrid meeting or an electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting; and (d) and the terms of any resolution to be proposed thereat. The accidental omission to give notice to or the non-receipt of notice by any of the Registered Holders of Units shall not invalidate any resolution passed or any proceedings at any meeting.”

11. The existing paragraph 3.1 of **Schedule 1** be amended as follows:

“3.1 At any meeting of Registered Holders of Units, two or more Registered Holders of Units present in person (including attendance by electronic means), by corporate representative or by proxy, shall be a quorum. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business. Split proxies (whereby a Registered Holder of Units may vote some of the Units registered in his name in favour of a resolution and some of them against) shall, for the avoidance of doubt, be permitted, provided that the provisions of **Clause 4.7(f)** are complied with (if they are applicable).”

12. By inserting the words “(in the case of a physical meeting only)” at the beginning of paragraph 3.5(a) of **Schedule 1**.
13. By adding the words “Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the chairman of the meeting may determine.” as a new sentence at the end of paragraph 3.5(a) of **Schedule 1**.
14. By inserting the words “In the case of a physical meeting” at the start of the first sentence of paragraph 3.5(b) of **Schedule 1**.
15. Re-numbering existing paragraph 3.15 of **Schedule 1** as “paragraph 3.15(b)” and inserting the following new paragraph 3.15(a) immediately after existing paragraph 3.14:

“3.15(a)The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under this Deed) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this paragraph is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this paragraph or if no electronic address is so designated by the Company for the receipt of such document or information.”

16. The existing paragraph 4.1 of **Schedule 1** be amended as follows:

“4.1 If within half an hourthirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after~~from~~ the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Registered Holders of Units, shall be dissolved. In any other case, it shall stand adjourned to such the same day in the next week at the same and time and (where applicable) not being less than 15 days thereafter and to such same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to paragraph 1.6(a) of Schedule 1 as ~~may be appointed by the Trustee-Manager~~ may

~~absolutely determine. and, If at such adjourned meeting, the Registered Holders of Units present in person or by proxy shall be a quorum is not present within thirty (30) minutes from the time appointed for holding the meeting, the meeting shall be dissolved. (irrespective of the number of Registered Holders of Units present or number of Units they hold) for transaction of business and Any proxy for the original meeting shall be valid for twelve months from the date named in it as the date of its execution (unless the relevant proxy otherwise specifies)."~~

17. The existing paragraph 4.3 of **Schedule 1** be amended as follows:

"4.3 Subject to paragraph 1.8 of Schedule 1, Tthe 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 (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place."

18. By inserting the words "or postponed meeting" after the words "adjourned meeting" on each occurrence in each of **Clause 9.12(b)** and paragraphs 3.11 and 3.15 of **Schedule 1**.

The Company Board proposes to seek approval of the shareholders of the Company to make amendments to the Company's Articles of which the full text or extract of the relevant articles are reproduced in this Appendix II. All capitalised terms in the proposed amendments of the Company's Articles contained in this Appendix II are terms defined in the Company's Articles which shall have the corresponding meanings ascribed to them in the Company's Articles.

1. THAT the existing Company's Articles be and are hereby amended as follows:

By deleting the words "Companies Law" or "Law" wherever they may appear and replacing them with the words "Companies Act" or "Act";

2. **Article 2.2**

- (1) By adding the following new definitions in alphabetical order in the existing Article 2.2:

"announcement"	an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.
"electronic communication"	a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium.
"electronic meeting"	a general meeting held and conducted wholly and exclusively by virtual attendance and participation by members and/or proxies by means of electronic facilities.
"hybrid meeting"	a general meeting convened for the (i) physical attendance by members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or proxies by means of electronic facilities.
"Meeting Location"	has the meaning given to it in Article 13.5A.
"Notice"	written notice unless otherwise specifically stated and as further defined in these Articles.
"physical meeting"	a general meeting held and conducted by physical attendance and participation by members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.

“Principal Meeting Place” shall have the meaning given to it in Article 12.4.”

“Statutes” the Act and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles.

(2) By deleting the existing definitions of “Companies Law” or “Law” and “Special Resolution” and replacing them with the following:

“Companies Act” or “Act” the Companies Act (as consolidated and revised) of the Cayman Islands.

“Special Resolution” shall mean a resolution proposed and passed as such by a majority consisting of three-fourths or more of the total number of votes cast for and against such resolution at a meeting of members and includes a special resolution passed pursuant to Article 13.10.

3. **Article 2.5**

The existing Article 2.5 be amended as follows:

“2.5 “Writing” or “printing” shall include writing, unless the contrary intention appears, be construed as including printing, lithograph, photograph, type writing, lithography, photography and every other modes of representing or reproducing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic medium which is accessible in communication), or modes of representing or reproducing words partly in one visible form so as to be useable for subsequent reference and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or Notice and the Member’s election comply with all applicable Statutes, rules and regulations.”

4. Article 2.6

The existing Article 2.6 be amended as follows:

“2.6 Section 8 ~~and Section 19~~ of the Electronic Transactions ~~Law~~Act (2003-~~Revision~~) of the Cayman Islands, as amended and revised ~~from time to time~~, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles.”

5. Article 2.7 to Article 2.11

By adding the following new Article 2.7 to new Article 2.11 at the end of the existing Article 2.6:

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

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

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

2.10 References to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise).

2.11 Where a member is a corporation, any reference in these Articles to a member shall, where the context requires, refer to a duly authorised representative of such member.”

6. Article 3.21

By deleting the existing Article 3.21 in its entirety and replacing it with the words “INTENTIONALLY DELETED”.

7. Article 4.9

The existing Article 4.9 be amended as follows:

“4.9 The Register of Members and/or the Register of Beneficial Interests may, ~~on 14 days’~~ after notice being has been given by announcement published on in accordance with the Exchange’s website Listing Rules, or, subject to in accordance with the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by the Company by electronic means as herein provided or ~~by announcement advertisement~~ published in the newspapers circulating generally in Hong Kong, be closed at such times and for such periods as the Board may from time to time determine, either generally or in respect of any class of shares, provided that the Register of Members and/or the Register of Beneficial Interests shall not be closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). The Company shall, on demand, furnish any person seeking to inspect the Register of Members or the Register of Beneficial Interests or part of either of them which is closed by virtue of these Articles with a certificate under the hand of the Secretary stating the period for which, and by whose authority, it is closed.”

8. Article 12.1

By deleting the existing Article 12.1 in its entirety and replacing it with the following:

“12.1 Subject to the Act, an annual general meeting of the Company shall be held in each financial year and such annual general meeting must be held within six (6) months after the end of Company’s financial year (unless a longer period would not infringe the Listing Rules, if any).”

9. Article 12.2

The existing Article 12.2 be amended as follows:

“12.2 ~~All~~ Each general ~~meetings~~ meeting, other than an annual general ~~meetings~~ meeting, shall be called an extraordinary general ~~meetings~~ meeting. All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 13.5A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.”

10. Article 12.3

The existing Article 12.3 be amended as follows:

“12.3 The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of any ~~two or more members~~ one or more member(s) of the Company deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and resolutions shall be added to a meeting agenda and signed by the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition not less than, for as long as the Trust Deed remains in force, one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. General meetings may also be convened and resolutions shall be added to a meeting agenda on the written requisition of any one member of the Company which is a recognised clearing house (or its nominee(s)) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by the requisitionist, provided that such requisitionist held as at the date of deposit of the requisition not less than, for as long as the Trust Deed remains in force, one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held with such notice in accordance with Article 12.4, the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene ~~the general meeting in the same manner~~ a physical meeting at only one location which will be the Principal Meeting Place, as nearly as possible, as that in which meetings may be convened and resolutions shall be added to a meeting agenda by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.”

11. Article 12.4

The existing Article 12.4 be amended as follows:

“12.4 An annual general meeting and any extraordinary general meeting called for the passing of a special resolution shall be called by not less than 21 days’ notice in writing and any other extraordinary general meeting shall be called by not less than 14 days’ notice in writing. Subject to the requirements under the Listing Rules, the notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, ~~and~~. The Notice shall specify (a) the time, place, and agenda date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 13.5A, the principal place of the meeting (the “Principal Meeting Place”), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) particulars of the resolutions to be considered at the meeting and in the case of special business (as defined in Article 13.1) the general nature of that business. The notice. The Notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Notice of every general meeting shall be given to ~~the Auditors and to~~ all members other than to such members as, under the provisions hereof of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notice Notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding up of a member and to each of the Directors and the Auditors.”

12. Article 12.13

By adding new Article 12.13 immediately after existing Article 12.12:

“(a) All members have the right to (1) speak at a general meeting; and (2) vote at a general meeting except where a member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.

(b) A person is able to exercise the right to speak (and shall be presumed to be heard) at a general meeting when the person is in a position to communicate (including, in the case of hybrid meeting, without limiting the generality of the foregoing, communication through facilities that provide for the conveyance of messages in real-time or near real-time via human voice, audio system, text messages, chat messaging and/or in any other means or functions as permitted by the Board or the Chairman from time to time) to all those attending the meeting, during the meeting, any questions, information or opinions that the person has on the business of the meeting.”

13. Article 13.1 (c)

The existing Article 13.1(c) be amended as follows:

“13.1 (c) the election of Directors whether by rotation or otherwise or in place of those retiring;”

14. Article 13.2

The existing Article 13.2 be amended as follows:

“13.2 For all purposes the quorum for a general meeting shall be (i) two members entitled to vote and present in person (including attendance by electronic means) (or in the case of a corporation, by its duly authorised representative) or by proxy or (ii) for quorum purposes only, two persons appointed by the clearing house as authorized representative or proxy, provided always that if the Company has only one member of record the quorum shall be that one member present in person or by proxy. No business (except the appointment of a Chairman) shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business.”

15. Article 13.3

The existing Article 13.3 be amended as follows:

“13.3 If within ~~half an~~thirty (30) minutes (or such longer time not exceeding one hour ~~from~~as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such the same day in the next week at the same time and time not being less than 15 days thereafter and (where applicable) same place(s) or to such place as may be appointed by the Board, time and (where applicable) such place(s) and in such form and manner referred to in Article 12.2 as the chairman of the meeting (or in default, the Board) may absolutely determine. If at such adjourned meeting, the member or members a quorum is not present in person (or in the case of a corporation, by its duly authorised representative) or by proxy within half an hour from the time appointed for holding the meeting, the meeting shall be a quorum and may transact the business for which the meeting was called dissolved.”

16. Article 13.5

- (1) The existing Article 13.5 be amended as follows:

“13.5 ~~The Subject to Article 13.5C, the Chairman may, with the consent of any general meeting at which a quorum is present; (and shall, if so directed by the meeting;), adjourn anythe meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine. Whenever, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days’ notice, specifying the place, the day and the hourdays’ Notice of the adjourned meeting shall be given in the same manner as in the case of an original meetingspecifying details set out in Article 12.4 but it shall not be necessary to specify in such noticeNotice the nature of the business to be transacted at the adjourned meeting; and the general nature of the business to be transacted. Save as aforesaid, no memberit shall be entitledunnecessary to any noticegive Notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.”~~

- (2) By adding the followings new Articles 13.5A, 13.5B, 13.5C, 13.5D, 13.5E, 13.5F and 13.5G:

“13.5A (a) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (“**Meeting Location(s)**”) determined by the Board at its absolute discretion. Any member or any proxy attending and participating in such way or any member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.

- (b) All general meetings are subject to the following and, where appropriate, all references to a “member” or “members” in this sub-paragraph (2) shall include a proxy or proxies respectively and in the case of a member being a corporation, shall include its duly authorised representative:

- (i) where a member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;

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

13.5B The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

13.5C If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have been malfunctioned for the purposes referred to in Article 13.5A(1) or are otherwise not able to allow the meeting to be conducted in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have been malfunctioned; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

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

- 13.5D The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.
- 13.5E If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:
- (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);
 - (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the members of details of such change in such manner as the Board may determine;

- (c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 13.5, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and
- (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the members.

13.5F All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 13.5C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

13.5G Without prejudice to other provisions in Article 13.5, a physical meeting may also be held by means of such telephone, electronic or other communication facilities permitting all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.”

17. Article 13.6(a)

- (1) By inserting the words “(in the case of a physical meeting only)” after the words “save that” in the first sentence of existing Article 13.6(a).
- (2) By adding the words “Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.” as a new sentence at the end of existing Article 13.6(a).

18. Article 13.6(b)

By inserting the words “In the case of a physical meeting,” at the start of the first sentence of existing Article 13.6(b).

19. Articles 14.14, 14.18, 14.21 and 14.24

By inserting the words “or postponed meeting” after the words “adjourned meeting” on each occurrence in each of existing Articles 14.14, 14.18, 14.21 and 14.24.

20. Article 14.21

Re-numbering the existing Article 14.21 as “Article 14.21(b)” and inserting the following new Article 14.21(a) immediately after existing Article 14.20:

“14.21 (a) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.”

21. Article 14.23(b)

By inserting the words “or postponement” immediately after the words “any adjournment” in the existing Article 14.23(b).

22. Article 14.26

The existing Article 14.26 be amended as follows:

“14.26 If a recognised clearing house (or its nominee(s)) is a member of the Company it may authorise such person or persons as it thinks fit to act as its proxy(ies) (who need not be a member of the Company) or corporate representative(s) at any ~~general~~ meeting of the Company or at any ~~general~~ meeting of any class of members of the Company provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need of producing any documents of title, notarised authorisation and/or further evidence for substantiating the facts that it is duly authorised. A person so authorised pursuant to this provision shall be entitled to exercise the same rights and powers on behalf of the recognised clearing house (or its nominee(s)) which he represents as that recognised clearing house (or its nominee(s)) could exercise as if such person were an individual member of the Company holding the number and class of shares specified in such authorisation, including, where a show of hands is allowed, the right to vote individually on a show of hands, notwithstanding any contrary provision contained in these Articles.”

23. Article 16.8

By deleting the words “The Company may” at the beginning of the first sentence of existing Article 16.8 and replacing them with the words “The members may at any general meeting convened and held in accordance with these Articles”.

24. Article 16.25

The existing Article 16.25 be amended as follows:

“A Director shall not ~~be entitled to vote on~~ (nor shall be counted in the quorum ~~in relation to~~) present at the meeting) on any resolution of the Board ~~in respect of approving~~ any contract or arrangement or any other proposal ~~whatsoever~~ in which he or any of his Close Associate(s) has any material interest, ~~and if he shall do so his vote shall not be counted (nor is he to be counted in the quorum for the resolution)~~, but this prohibition shall not apply to any of the following matters; namely:

- (a) the giving of any security or indemnity either:-
 - (i) to the Director or ~~any of his~~ Close Associate(s) in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or

- (ii) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or ~~any of his~~ Close Associate(s) has himself/ themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (b) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or ~~any of his~~ Close Associate(s) is/ are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (c) any proposal or arrangement concerning the benefit of employees of the Company or ~~any of its~~ subsidiaries including:
 - (i) the adoption, modification or operation of any employees' share scheme or any share incentive ~~scheme~~ or share option scheme under which the Director or ~~any of his~~ Close Associate(s) may benefit; or
 - (ii) the adoption, modification or operation of a pension or ~~provident~~ fund or retirement, death or disability benefits scheme which relates ~~both to Directors, their Close Associates to the Director, his Close Associate(s) and employees~~ employee(s) of the Company or any of its subsidiaries and does not provide in respect of any Director, or ~~any of his~~ Close Associate(s) as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and
- (d) any contract or arrangement in which the Director or ~~any of his~~ Close Associate(s) is/ are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.”

25. Article 20.13

The existing Article 20.13 be amended as follows:

“20.13 A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.”

26. Article 29.2

The existing Article 29.2 be deleted in its entirety and replaced with the following:

“29.2 (a) The Company shall at any annual general meeting appoint an auditor or auditors of the Company who shall hold office until the next annual general meeting. The members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove the auditor at any time before the expiration of his term of office and shall by ordinary resolution at that meeting appoint another auditor in his stead for the remainder of his term. The remuneration of the Auditors shall be fixed by the Company by ordinary resolution in general meeting or in such manner in accordance with the requirements of the Listing Rules as the members may determine. No person may be appointed as the, or an, Auditor, unless he is independent of the Company. The Board may before the first annual general meeting appoint an auditor or auditors of the Company who shall hold office until the first annual general meeting.

29.2 (b) The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Board under this Article may be fixed by the Board. Subject to Article 29.2(a), an Auditor appointed by the Board under this Article shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by the members, at such remuneration to be determined by the members, under this Article.”

27. **Article 32.1**

By adding a new Article 32.1 as the following, and re-numbering the existing Article 32.1 as new Article 32.2 and re-numbering the exiting Article 32.2 as new Article 32.3

“32.1 (a) Subject to Article 32.1(b), the Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up; and

(b) A resolution that the Company be wound up by the court or to be wound up voluntarily shall be a special resolution.”

28. **Article 32.3**

By deleting existing Article 32.3 in its entirety.

29. **Article 34**

The existing Article 34 be amended as follows:

“34 **Financial Year**

~~The Unless otherwise determined by the Directors, the financial year end of the Company shall be prescribed by the Board and may, from time to time, be changed by it.~~31 of December in each year.”

NOTICE OF EGM

LANGHAM

HOSPITALITY INVESTMENTS

Langham Hospitality Investments

*(As constituted pursuant to a deed of trust on 8 May 2013 under the laws of Hong Kong,
the trustee of which is LHIL Manager Limited)*

and

Langham Hospitality Investments Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1270)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting (“EGM”) of Langham Hospitality Investments (the “Trust”) and Langham Hospitality Investments Limited (the “Company”), as convened by LHIL Manager Limited (the “Trustee-Manager”, in its capacity as the trustee-manager of the Trust) and the Company, will be held on Thursday, 12 May 2022 at 4:15 p.m. (or immediately after the conclusion or adjournment of the forthcoming 2022 annual general meeting of Langham Hospitality Investments and Langham Hospitality Investments Limited to be held at the same venue and on the same day) at 32nd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong, for the purpose of considering and, if thought fit, with or without amendments, the following resolution as a special resolution (which shall serve as an extraordinary resolution (as the case may be) of registered holders of units under the trust deed constituting the Trust and as a special resolution (as the case may be) of shareholders of the Company under the amended and restated articles of association of the Company (the “Company’s Articles”)):

SPECIAL RESOLUTION

1. “THAT:
 - (a) the trust deed constituting Langham Hospitality Investments (the “Trust”) (the “Trust Deed”) be amended in the manner as set out in Appendix I to the circular of the Trust and Langham Hospitality Investments Limited (the “Company”) dated 14 April 2022 and the Trust Deed, having incorporated the aforesaid proposed amendments in the form of the document produced to the extraordinary general meeting of the Trust and the Company to be held on a combined basis (“EGM”) and marked “A” and initialed by the chairman of the EGM for the purpose of identification, be and is hereby approved and any one director of LHIL Manager Limited (the “Trustee-Manager”, as the trustee-manager of the Trust) and the Company, be and are hereby authorized to enter into the supplemental Trust Deed and to do all acts and things and to sign, execute and deliver all documents as they may deem necessary, expedient or appropriate to give effect to or otherwise in connection with the proposed amendments and the entering into of the supplemental Trust Deed; and

NOTICE OF EGM

- (b) the Company's Articles be amended in the manner as set out in Appendix II to the circular of the Trust and the Company dated 14 April 2022, and the second amended and restated articles of association of the Company (the "**New Company's Articles**"), having incorporated the aforesaid proposed amendments in the form of the document produced to the EGM and marked "B" and initialed by the chairman of the EGM for the purpose of identification, be and is hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the Company's Articles with immediate effect and any one director of the Company be and is hereby authorized to do all acts and things and to sign, execute and deliver all documents as he may deem necessary, expedient or appropriate to give effect to or otherwise in connection with the proposed amendments and the adoption of the New Company's Articles."

By Order of the Boards of
LHIL Manager Limited
and
Langham Hospitality Investments Limited
WONG Mei Ling, Marina
Company Secretary

Hong Kong, 14 April 2022

Registered Office of the Company:

Cricket Square, Hutchins Drive
P.O. Box 2681
Grand Cayman
KY1-1111
Cayman Islands

Principal Place of Business in Hong Kong of the Company:

Suite 2702, 27th Floor
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

Registered Office of the Trustee-Manager:

33rd Floor
Great Eagle Centre
23 Harbour Road
Wanchai, Hong Kong

NOTICE OF EGM

Notes:

1. Any holder of Share Stapled Units entitled to attend and vote at the EGM (or any adjournment thereof) of the Trust and the Company is entitled to appoint one or more proxies to attend and, on a poll, vote in his/her stead. A proxy need not be a holder of Share Stapled Units. **For the health and safety of holders of Share Stapled Units, holders of Share Stapled Units are strongly encouraged to cast their votes by submitting a proxy form appointing the Chairman of the EGM as their proxy.**
2. Where there are joint registered holders of any Share Stapled Unit, any one of such persons may vote at the EGM, either personally or by proxy, in respect of such Share Stapled Unit as if he/she was solely entitled thereto; but if more than one of such joint holders is present at the EGM personally or by proxy, that one of the holders so present whose name stands first on the Share Stapled Units Register in respect of such Share Stapled Unit shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased holder of Share Stapled Units in whose name any Share Stapled Unit stands shall for this purpose be deemed joint holders thereof.
3. In order to be valid, the form of proxy and the power of attorney or other authority, if any, under which it is signed (or a notarially certified copy of such power of attorney or authority) must be deposited at the Principal Place of Business in Hong Kong of the Company at Suite 2702, 27th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong no later than 48 hours before the time appointed for holding the EGM (or any adjournment thereof).

Completion and return of the form of proxy will not preclude holders of Share Stapled Units from attending and voting in person at the EGM should they so wish and in such event, the proxy form shall be deemed to be revoked. In the event that the holders of Share Stapled Units attend the EGM or adjourned meeting (as the case may be) after having lodged a form of proxy, the form of proxy will be deemed to have been revoked.

4. The Share Stapled Units Register, the register of holders of units, the principal and Hong Kong branch registers of members, and the register of beneficial interests as established and maintained by the Trustee-Manager and the Company in accordance with the provisions of the Trust Deed will all be closed from Thursday, 5 May 2022 to Thursday, 12 May 2022, both days inclusive, for the purpose of ascertaining the entitlement of holders of Share Stapled Units to attend and vote at the EGM. During such period, no transfer of Share Stapled Units will be registered.

In order to be eligible to attend and vote at the EGM, all properly completed transfer forms accompanied by the relevant Share Stapled Units certificates must be lodged with Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Wednesday, 4 May 2022.

5. Each Share Stapled Unit comprises:
 - (a) a unit in the Trust;
 - (b) a beneficial interest in a specifically identified ordinary share in the Company held by the Trustee-Manager, which is "linked" to the unit; and
 - (c) a specifically identified preference share in the Company with is "stapled" to the unit.

Under the Trust Deed and the Company's amended and restated articles of association, the number of ordinary shares and preference shares of the Company in issue must be the same at all times and must also, in each case, be equal to the number of units of the Trust in issue; and each of them is equal to the number of Share Stapled Units in issue.

6. The EGM is convened as a combined meeting of unitholders of the Trust and shareholders of the Company. The resolution proposed to approve a matter to be considered by the holders of Share Stapled Units at the EGM shall serve as both a resolution of unitholders of the Trust and a resolution of shareholders of the Company.

NOTICE OF EGM

7. The form of proxy provided to holders of Share Stapled Units for use at the EGM, and the form of voting paper to be used at the EGM, are, in each case, a single composite form. The effect of completing a form of proxy or voting paper (as the case may be) indicating a vote either for or against a resolution of holders of Share Stapled Units to be proposed at the EGM shall be the vote cast in respect of the relevant Share Stapled Units and shall constitute:
- (i) a vote of the units of the Trust (as component of the relevant Share Stapled Units) in respect of the resolution of unitholders of the Trust under the Trust Deed;
 - (ii) a vote of the preference shares of the Company (as component of the relevant Share Stapled Units) in respect of the resolution of shareholders of the Company under the Company's amended and restated articles of association; and
 - (iii) an instruction to the Trustee-Manager to vote the number of ordinary shares held by the Trustee-Manager (as component of the relevant Share Stapled Units) in the same way of the resolution of shareholders of the Company under the Company's amended and restated articles of association.
8. In respect of each individual Share Stapled Unit, the voting rights conferred by the unit, and the preference share and the interest in the ordinary share which are components of the relevant Share Stapled Unit can only be exercised in the same way (either for or against) in respect of a resolution of holders of Share Stapled Units to be proposed at the EGM; and completion of a form of proxy or voting paper in respect of a Share Stapled Unit will have that effect, as described in note 7 above.
9. The votes at the EGM will be taken by poll.
10. If a black rainstorm warning signal or a tropical cyclone warning signal no. 8 or above is in force in Hong Kong at 2:00 p.m. on Thursday, 12 May 2022, the EGM will be rescheduled. The Trust and the Company will publish an announcement on the HKExnews website at www.hkexnews.hk and the website of the Trust and the Company at www.langhamhospitality.com to notify the holders of Share Stapled Units of the date, time and venue of the rescheduled meeting.
11. The EGM venue has wheelchair access. Anyone accompanying a holder of Share Stapled Units in need of assistance will be admitted to the EGM. If any member with a disability has a question regarding attendance, please contact the Company Secretarial Division of the Company by email at Langham.ecom@langhamhospitality.com.
12. **To protect the attending holders of Share Stapled Units, staff and stakeholders from the risk of infection of COVID-19, the Trust and the Company will implement the following precautionary and control measures at the EGM against the pandemic:**
- (i) **Compulsory body temperature check**
 - (ii) **Compulsory wearing of surgical facial masks**
 - (iii) **Mandatory health declaration**
 - (iv) **Maintaining a safe distance between seats**
 - (v) **No provision of refreshments or beverages**
 - (vi) **No distribution of coupons for subsequent consumption**
- Should anyone seeking to attend the EGM decline to submit to these requirements or be found to be suffering from a fever (i.e. having a body temperature of over 37.5 degrees Celsius) or otherwise unwell, the Trust and the Company reserve the right to refuse such person's admission to the EGM.**
13. **Subject to the development of COVID-19, the Trust and the Company may change the EGM arrangements at short notice and may issue further announcement as appropriate. Holders of Share Stapled Units should check the website of the Trust and the Company at www.langhamhospitality.com for updates on the latest arrangement of the EGM.**