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If you have sold all your shares in Chuang's Consortium International Limited, you should at once hand this circular and the accompanying 2022 Annual Report and proxy form to the purchaser or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser.

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Chuang's Consortium International Limited

(莊士機構國際有限公司)

(Incorporated in Bermuda with limited liability)

(Stock Code: 367)

**PROPOSALS INVOLVING (I) RE-ELECTION OF RETIRING DIRECTORS,
(II) GRANT OF GENERAL MANDATE TO REPURCHASE SHARES,
(III) ADOPTION OF NEW SHARE OPTION SCHEME,
(IV) ADOPTION OF NEW SHARE OPTION SCHEME OF
CHUANG'S CHINA INVESTMENTS LIMITED AND
(V) AMENDMENTS TO EXISTING BYE-LAWS AND
ADOPTION OF NEW BYE-LAWS**

PRECAUTIONARY MEASURES FOR THE ANNUAL GENERAL MEETING

To safeguard the health and safety of attending shareholders and proxies and to reduce the risk of Covid-19 spreading, the following precautionary measures will be taken at the meeting of the Company:

- (i) compulsory body temperature check;
- (ii) mandatory wearing of surgical face mask (please bring your own);
- (iii) no refreshments will be served and no corporate gifts will be distributed;
- (iv) no entry will be allowed to any person who is subject to mandatory quarantine order imposed by the HKSAR Government and any person who does not comply with the precautionary measures may be denied entry into the meeting venue;
- (v) in order to ensure appropriate social distancing, attendees will be assigned seats in partitioned areas at the meeting venue, if appropriate; and
- (vi) the Company may also deny any person who is subject to mandatory quarantine order imposed by the HKSAR Government or refuses to co-operate with the above precautionary measures or is detected to have a fever (i.e. over 37.3°C) or exhibiting flu-like symptoms from entering the meeting venue. The Company also reserves the right to deny entry to the venue of the Annual General Meeting if such attendance by the Shareholders in person would contravene the applicable laws in Hong Kong.

Shareholders are strongly encouraged to appoint the Chairman of the meeting of the Company as their proxy to vote according to their indicated voting instructions or attend the meeting online and vote via the e-meeting system as an alternative to attending the meeting of the Company in person.

Subject to the development of Covid-19, the Company may implement further changes and precautionary measures and may issue further announcement(s) on such measures as appropriate.



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Directors:

Mr. Albert Chuang Ka Pun, J.P.

(Chairman and Managing Director)

Mr. Richard Hung Ting Ho *(Vice Chairman)*

Mr. Edwin Chuang Ka Fung *(Deputy Managing Director)*

Miss Ann Li Mee Sum

Mrs. Candy Kotewall Chuang Ka Wai

Mr. Geoffrey Chuang Ka Kam

Mr. Chan Chun Man

Mr. Abraham Shek Lai Him, G.B.S., J.P.*

Mr. Fong Shing Kwong*

Mr. Yau Chi Ming*

Mr. David Chu Yu Lin, S.B.S., J.P.*

Mr. Tony Tse Wai Chuen, B.B.S., J.P.*

Registered Office:

Clarendon House

2 Church Street

Hamilton HM 11

Bermuda

Principal Office in Hong Kong:

25th Floor

Alexandra House

18 Chater Road

Central

Hong Kong

* *Independent non-executive directors*

29 July 2022

To the Shareholders,

Dear Sir or Madam,

**PROPOSALS INVOLVING (I) RE-ELECTION OF RETIRING DIRECTORS,
(II) GRANT OF GENERAL MANDATE TO REPURCHASE SHARES,
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(V) AMENDMENTS TO EXISTING BYE-LAWS AND
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1. INTRODUCTION

It is proposed that at the annual general meeting (the "Annual General Meeting") of Chuang's Consortium International Limited (the "Company", together with its subsidiaries, the "Group") to be held with the combination of a physical meeting at Concentric, Shop 202, 2/F., Chater House, 8 Connaught Road, Central, Hong Kong and a virtual meeting online at <https://spot-emeeting.tricor.hk/#/367> on Friday, 2 September 2022 at 12:00 noon, resolutions will be proposed (i) to re-elect the retiring directors as directors of the Company (the "Director(s)"), (ii) to grant to the board of Directors (the "Board") of the Company a general

mandate to repurchase shares of HK\$0.25 each (the “Shares”) of the Company, (iii) to adopt the new share option scheme of the Company (the “New Share Option Scheme”), (iv) to adopt the new share option scheme (“New CC Scheme”) of Chuang’s China Investments Limited, a subsidiary of the Company (“Chuang’s China”), and (v) to amend the existing bye-laws of the Company (the “Existing Bye-Laws”) and adopt a new set of bye-laws (the “New Bye-Laws”). This circular gives the information reasonably necessary to enable shareholders of the Company (the “Shareholder(s)”) to make an informed decision on whether to vote for or against the above resolutions. The Board has confirmed that having made all reasonable enquiries, no Shareholder is required to abstain from voting on any of the proposed resolutions under Rule 2.17 of the Rules Governing the Listing of Securities (the “Listing Rules”) on The Stock Exchange of Hong Kong Limited (the “Stock Exchange”).

2. PROPOSED RE-ELECTION OF DIRECTORS

In accordance with Bye-law nos. 87(2) and 87(3) of the Existing Bye-Laws and Appendix 14 of the Listing Rules, four Directors, Mr. Edwin Chuang Ka Fung, Mr. Yau Chi Ming, Mr. David Chu Yu Lin and Mr. Tony Tse Wai Chuen (collectively, the “Retiring Directors”) will retire at the Annual General Meeting and, being eligible, will offer themselves for re-election at the Annual General Meeting. Pursuant to Code B.2.3 of the Corporate Governance Code set out in Appendix 14 of the Listing Rules, Mr. Yau Chi Ming and Mr. David Chu Yu Lin have served as independent non-executive Directors for more than nine years and re-election of each of them will be subject to a separate resolution to be approved by the Shareholders.

The Board has assessed the suitability of the Retiring Directors with reference to the selection criteria including, *inter alia*, diversity in all aspects (including but not limited to gender, age, cultural and educational background, professional experience and skills) as set out in the nomination policy of the Company and the benefits of having a diverse Board as set out in the board diversity policy of the Company through the nomination committee of the Company (the “Nomination Committee”). The Board has endorsed the recommendation from the Nomination Committee and recommends the Retiring Directors to stand for re-election at the Annual General Meeting.

The Board has also assessed the independence of each of Mr. Yau Chi Ming (“Mr. Yau”), Mr. David Chu Yu Lin (“Mr. David Chu”) and Mr. Tony Tse Wai Chuen (“Mr. Tony Tse”) with reference to the independence criteria as set out in Rule 3.13 of the Listing Rules. Each of Mr. Yau, Mr. David Chu and Mr. Tony Tse has provided the confirmation of independence to the Board and the Board is satisfied that each of them remains independent.

Mr. Yau and Mr. David Chu have acted as independent non-executive Directors for more than nine years. Throughout the directorship of Mr. Yau and Mr. David Chu with the Company, they have participated in Board meetings to give impartial advice and exercise independent judgement, served on various committees of the Board but have never engaged in any executive management. Taking into consideration of the independent nature of their roles and duties in the past years, the Board considers Mr. Yau and Mr. David Chu to be independent under the Listing Rules although they have served the Company for more than nine years. The Board believes that the continuous appointment of Mr. Yau and Mr. David Chu as the independent non-executive Directors will help to maintain the stability of the Board as

each of them has, over time, gained valuable insights into the business strategy and policies of the Group. They also contribute to the diversity of the Board, in particular, with their respective diverse business and professional backgrounds which enable each of them to provide independent and objective view to the Company's affairs.

Set out below are the biographical details of the four Retiring Directors proposed to be re-elected:

Mr. Edwin Chuang Ka Fung¹ (“Mr. Edwin Chuang”) (aged 37), the Deputy Managing Director, has over 12 years of experience in architecture, interior design and general management. He is a member of the corporate governance committee of the Company. He is also the managing director of Chuang's China (stock code: 298), a subsidiary of the Company listed on the Stock Exchange. He holds a Bachelor degree of Fine Arts in Architecture Design covering architecture; interior; and urban planning. He is a committee member of The Chinese General Chamber of Commerce (“CGCC”) and a vice chairman of the Community Affairs Committee of CGCC. He is also a director of the Hong Kong Chang Sha Chamber of Commerce, the vice chairman of Hong Kong Huian Natives Association, the deputy secretary general of the Hunan Youth Federation, a vice secretary general of The Y. Elites Association Limited and a member of China Green Building (Hong Kong) Council and the Hong Kong-Shanghai Youth Exchange Promotion Association.

Mr. Edwin Chuang is the son of Mr. Alan Chuang Shaw Swee (“Mr. Alan Chuang”, the honorary chairman and the controlling shareholder of the Company); the brother of Mr. Albert Chuang Ka Pun, the Chairman, Mrs. Candy Kotewall Chuang Ka Wai, an executive Director, and Mr. Geoffrey Chuang Ka Kam, an executive Director. Mr. Edwin Chuang joined the Board as an executive Director in March 2013 and was appointed as a Deputy Managing Director since September 2015 until his appointment as a Joint Managing Director in April 2016. He was further re-designated as the Deputy Managing Director in October 2019. He is also a director of various subsidiaries of the Company being responsible for the overall management of these subsidiaries. He also holds directorships in certain private companies beneficially owned by Mr. Alan Chuang. Save as disclosed herein, he did not hold any other directorship in any other listed company in Hong Kong or overseas over the last three years. The annual remuneration for Mr. Edwin Chuang is approximately HK\$3,348,000, including the Director's fee, salary, retirement scheme contribution and other benefits, which is paid by the Group and is determined by the Board with reference to his duty and experience as well as the prevailing market conditions. He is also entitled to a director's fee of HK\$30,000 per annum payable by Chuang's China which was determined by the board of directors of Chuang's China with reference to the related payment made by Chuang's China in previous years. As at 13 July 2022 (the “Latest Practicable Date”), Mr. Edwin Chuang held 1 share (10%) in Evergain Holdings Limited (“Evergain”), which is 60% beneficially owned by Mr. Alan Chuang.

Mr. Yau Chi Ming (aged 68), was appointed as an independent non-executive Director in 2012. Mr. Yau is a member of the audit committee of the Company. He is a practising certified public accountant in Hong Kong with over 37 years of experience. He is a fellow member of the Association of Chartered Certified Accountants in the United Kingdom and an associate member of the Hong Kong Institute of Certified Public Accountants, the Chartered Governance Institute in the United Kingdom and the Chartered Professional Accountants of British

¹ formerly known as Chong Ka Fung

Columbia in Canada. Save as disclosed herein, he did not hold any other directorship in any other listed company in Hong Kong or overseas over the last three years. Mr. Yau is entitled to a Director's fee of HK\$150,000 per annum, subject to adjustment as appropriate to be determined by the Board.

Mr. David Chu Yu Lin S.B.S., J.P. (aged 78), was appointed as an independent non-executive Director in 2013. Mr. Chu is a member of the nomination committee and the remuneration committee of the Company. He has extensive experience in finance, banking and property investment. He holds a bachelor of science degree and a master of science degree, both from Northeastern University, and a master of business administration degree from Harvard University. Mr. Chu was conferred with an honorary doctorate degree in public service by Northeastern University. He is an independent non-executive director of Continental Aerospace Technologies Holding Limited (stock code: 232) which is listed on the Stock Exchange. Mr. Chu was elected as a deputy of the Hong Kong Special Administrative Region to the 10th National Congress of the PRC. Save as disclosed herein, he did not hold any other directorship in any other listed company in Hong Kong or overseas over the last three years. Mr. Chu is entitled to a Director's fee of HK\$150,000 per annum, subject to adjustment as appropriate to be determined by the Board.

Mr. Tony Tse Wai Chuen B.B.S., J.P. (aged 67), was appointed as an independent non-executive Director in 2016. Mr. Tse has over 46 years of experience in property investment and development in both public and private sectors. He is currently a member of the Legislative Council for the Hong Kong Special Administrative Region. He is a fellow member of the Hong Kong Institute of Surveyors. He is a non-official non-executive director of the Urban Renewal Authority Board, a member of the Standing Committee on Disciplined Services Salaries and Conditions of Service, the chairman of the Property Management Services Authority and a non-official member of the Harbourfront Commission. He is a member of the National Committee of the Chinese People's Political Consultative Conference and a member of the 9th committee of China Association for Science and Technology. Save as disclosed herein, he did not hold any other directorship in any other listed company in Hong Kong or overseas over the last three years. Mr. Tse is entitled to a Director's fee of HK\$150,000 per annum, subject to adjustment as appropriate to be determined by the Board.

All the Retiring Directors mentioned above have no specified length or proposed length of service with the Company and are subject to retirement by rotation and re-election at least once every three years pursuant to Appendix 14 of the Listing Rules and the Existing Bye-Laws.

Except as mentioned above, all the Retiring Directors subject to re-election have no interest in the shares of the Company and its associated corporations within the meaning of Part XV of the Securities and Futures Ordinance, no relationship with any other Directors, senior management, substantial or controlling Shareholders and no further information to be disclosed pursuant to any of the requirements of Rules 13.51(2)(h) to (v) of the Listing Rules, and there is no other matter that needs to be brought to the attention of the Shareholders.

3. GENERAL MANDATE TO REPURCHASE SHARES

At the Annual General Meeting, an ordinary resolution will be proposed that the Board be given a general mandate to exercise all powers of the Company to repurchase issued and fully paid Shares of the Company. Under such mandate, the number of Shares that the Company may repurchase shall not exceed 10 per cent. of the share capital of the Company in issue on the date of the passing of the resolution.

An explanatory statement to provide Shareholders with all the information reasonably necessary for them to make an informed decision in relation to this proposed resolution as required by the Listing Rules concerning the regulation of repurchases by companies of their own securities on the Stock Exchange is set out below.

As at the Latest Practicable Date, there were in issue an aggregate of 1,672,553,104 Shares. Exercising in full of the mandate, if so approved, on the basis that no further Shares shall be issued and repurchased prior to the date of the Annual General Meeting, could accordingly result in up to 167,255,310 Shares being repurchased by the Company. The mandate allows the Company to make or agree to make repurchases only during the period ending on the earliest of (i) the conclusion of the next annual general meeting of the Company, (ii) the date by which the next annual general meeting of the Company is required to be held by the Existing Bye-Laws or any applicable law or (iii) the revocation or variation of authority given under the ordinary resolution of the Shareholders in general meeting of the Company.

Reasons for the repurchases

The Board considers that the mandate will provide the Company with the flexibility to make Shares repurchases when appropriate and beneficial to the Company. Such repurchases may enhance the net asset value per Share and/or earnings per Share. As compared with the financial position of the Company as at 31 March 2022 (being the date of the latest published audited accounts of the Company), the Board considers that there may be adverse impact on the working capital and on the gearing position of the Company in the event that the proposed repurchases were to be carried out in full during the proposed repurchase period. However, the Board does not propose to exercise the repurchase mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or its gearing levels which in the opinion of the Board are from time to time appropriate for the Company.

Funding of the repurchases

The Company is empowered by its Memorandum of Association of the Company (the “Memorandum of Association”) and the Existing Bye-Laws to repurchase its Shares and in repurchasing Shares, may only apply funds legally available for such purpose in accordance with its Memorandum of Association and the Existing Bye-Laws and the laws of Bermuda. Bermuda law provides that the amount of capital paid in connection with the share repurchases may only be paid out of either the capital paid up on the shares to be repurchased, the funds of the company otherwise available for distribution or the proceeds of a new issue of shares made for the purpose. The amount of premium payable on redemption may only be paid out of the funds of the Company otherwise available for dividend or distribution or out of the share premium or contributed surplus accounts of the Company. In accordance with the Listing

Rules, the listing of all Shares which are repurchased by the Company (whether on the Stock Exchange or otherwise) shall be automatically cancelled upon repurchase and the Company would apply for listing of any further issue of Shares in the normal way.

Assuming that there is no further issue of Shares between the Latest Practicable Date and the date of repurchase, the exercise of the general mandate to repurchase Shares whether in whole or in part will not result in less than 25 per cent. of the issued share capital of the Company being held by the public as required by Rule 8.08 of the Listing Rules.

Directors, their close associates and core connected persons

None of the Directors nor, to the best of the knowledge of the Directors having made all reasonable enquiries, any of their close associates has any present intention, in the event that the proposal is approved by the Shareholders, to sell Shares to the Company or its subsidiaries.

No core connected person (as defined in the Listing Rules) of the Company has notified the Company that he/she has a present intention to sell Shares to the Company or its subsidiaries nor has he/she undertaken not to sell any of the Shares held by him/her to the Company or its subsidiaries in the event that the Company is authorized to make repurchases of Shares.

Undertaking of the Board

The Board has undertaken to the Stock Exchange to exercise the power of the Company to make repurchases pursuant to the proposed resolution in accordance with the Listing Rules, the laws of Bermuda and in accordance with the regulations set out in the Memorandum of Association and the Existing Bye-Laws.

Effect of takeovers code

If, as a result of a share repurchase, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purpose of The Codes on Takeovers and Mergers ("Takeovers Code") and, if such increase results in a change of control, may in certain circumstances give rise to an obligation to make a mandatory offer for Shares under Rules 26 and 32 of the Takeovers Code.

As at the Latest Practicable Date, Mr. Alan Chuang, through Evergain was interested in aggregate in 907,453,332 Shares, representing approximately 54.26 per cent. of the issued share capital of the Company. In the event that the Board were to exercise in full of the power to repurchase Shares which is to be granted pursuant to the proposed resolution, the shareholding of the said Shareholder would increase to approximately 60.29 per cent. of the issued share capital of the Company. Such increase would not give rise to an obligation to make a mandatory offer under the Takeovers Code.

Shares repurchase made by the Company

The Company had not made any purchase of Shares (whether on the Stock Exchange or otherwise) during the six months immediately preceding the Latest Practicable Date.

During each of the twelve months from July 2021 up to and including the Latest Practicable Date, the highest and lowest traded prices for the Shares on the Stock Exchange were as follows:

Month	Shares	
	Traded Price (HK\$)	
	Highest	Lowest
July 2021	1.08	0.85
August 2021	0.95	0.88
September 2021	0.94	0.81
October 2021	0.93	0.80
November 2021	0.92	0.85
December 2021	1.02	0.84
January 2022	0.92	0.88
February 2022	0.93	0.86
March 2022	0.94	0.80
April 2022	0.88	0.81
May 2022	0.85	0.80
June 2022	1.04	0.81
July 2022 (up to and including the Latest Practicable Date)	1.07	1.02

4. ADOPTION OF NEW SHARE OPTION SCHEME

The existing share option scheme of the Company which was adopted by the Company on 31 August 2012 for a period of 10 years will expire on 30 August 2022 (“2012 Scheme”). The Directors consider that in order to enable the Group to attract and retain eligible persons of appropriate qualifications and with the necessary experience to work for the Group, to motivate the eligible persons to optimise their performance and efficiency for the benefit of the Group and to attract and retain or otherwise maintain on-going business relationship with the eligible persons whose contributions are or will be beneficial to the long-term growth of the Group, it is important that the Group should continue to provide such eligible persons, where appropriate, with an additional incentive by offering them an opportunity to obtain an ownership interest in the Company and to reward them for contributing to the long-term success of the business of the Group.

Accordingly, the Directors propose to recommend to the Shareholders at the Annual General Meeting to approve the New Share Option Scheme. The major difference between the 2012 Scheme and the New Share Option Scheme is that the scope of eligible participants under the New Share Option Scheme is limited to Directors and employees of the Group or a company in which the Group holds an interest of 30% or more of the issued share capital or a subsidiary of such company (“Affiliate”) only. Save as aforesaid, there is no other material differences in the major terms between the 2012 Scheme and the New Share Option Scheme.

As at the Latest Practicable Date, the Company did not have any share option scheme other than the 2012 Scheme and there were no options granted under the 2012 Scheme which remained valid or exercisable. Prior to the Annual General Meeting, no further option will be granted under the 2012 Scheme. As at the Latest Practicable Date, the Directors did not have any plan to grant any option under the New Share Option Scheme in the next 12 months.

The Directors consider that it is not appropriate to state the value of all the options that can be granted under the New Share Option Scheme as if they had been granted on the Latest Practicable Date, given that the variables which are crucial for the calculation of the value of such options cannot be determined. The variables which are crucial for the determination of the value of such options include the subscription price for the Shares to be issued upon the exercise of the options, the timing of the grant of such options and whether or not such options, if granted, will be exercised by the grantees of the New Share Option Scheme (“Grantees”). Thus, the Directors are of the view that the value of the options that can be granted pursuant to the New Share Option Scheme depends on a number of variables which are either difficult to ascertain or can only be ascertained subject to a number of theoretical bases and speculative assumptions. Accordingly, the Directors believe that any calculation of the value of the options will not be meaningful and may be misleading to the Shareholders in the circumstances.

None of the Directors is a trustee of the New Share Option Scheme or has any direct or indirect interest in the trustees of the New Share Option Scheme, if any.

The New Share Option Scheme shall take effect subject to the passing of the necessary resolution to adopt the New Share Option Scheme by the Shareholders in a general meeting of the Company and is conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the Shares or any part thereof to be issued and allotted pursuant to the exercise of the options granted under the New Share Option Scheme. An application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares to be issued pursuant to the exercise of the options to be granted under the New Share Option Scheme.

A summary of the principal terms of the New Share Option Scheme is set out in Appendix I to this circular. A copy of the New Share Option Scheme will be published on the websites of the Stock Exchange and the Company for a period of not less than 14 days before the date of the Annual General Meeting, and will also be available for inspection at the Annual General Meeting. The terms of the New Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

The Company will comply with the relevant Listing Rules from time to time in force in respect of the New Share Option Scheme and any other share option scheme(s) of the Company or any of the subsidiaries.

5. ADOPTION OF THE NEW CC SCHEME

The existing share option scheme of Chuang’s China (a subsidiary of the Company) which was adopted by Chuang’s China on 31 August 2012 for a period of 10 years will expire on 30 August 2022 (“2012 CC Scheme”). The Directors consider that in order to enable Chuang’s China and its subsidiaries (“CC Group”) to attract and retain eligible persons of appropriate qualifications and with the necessary experience to work for the CC Group, to motivate the

eligible persons to optimise their performance and efficiency for the benefit of the CC Group and to attract and retain or otherwise maintain on-going business relationship with the eligible persons whose contributions are or will be beneficial to the long-term growth of the CC Group, it is important that the CC Group should continue to provide such eligible persons, where appropriate, with an additional incentive by offering them an opportunity to obtain an ownership interest in Chuang's China and to reward them for contributing to the long-term success of the business of the CC Group.

The directors of Chuang's China proposed to recommend to the shareholders of Chuang's China ("CC Shareholders") at the forthcoming annual general meeting of Chuang's China ("CC AGM") to approve the adoption of a new share option scheme of Chuang's China ("New CC Scheme"). As the Company is a holding company of Chuang's China whose shares are listed on the Stock Exchange ("Listed Parent Company"), the New CC Scheme are subject to the approval of the Shareholders as required under the Listing Rules. Taking into account that the New CC Scheme are beneficial to the business of the Group as a whole, the Directors propose to recommend to the Shareholders at the Annual General Meeting to approve the New CC Scheme. The major difference between the 2012 CC Scheme and the New CC Scheme is that the scope of eligible participants under the New CC Scheme is limited to directors and employees of the CC Group, a company in which the CC Group holds an interest of 30% or more of the issued share capital or a subsidiary of such company ("CC Affiliate") or the holding company of Chuang's China only. Save as aforesaid, there is no other material differences in the major terms between the 2012 CC Scheme and the New CC Scheme.

As at the Latest Practicable Date, Chuang's China did not have any share option scheme other than the 2012 CC Scheme and there were no options granted under the 2012 CC Scheme which remained valid or exercisable. Prior to the CC AGM and the Annual General Meeting, no further option will be granted under the 2012 CC Scheme. As at the Latest Practicable Date, the Directors were not aware that the directors of Chuang's China had any plan to grant any option under the New CC Scheme in the next 12 months.

The Directors consider that it is not appropriate to state the value of all the options that can be granted under the New CC Scheme as if they had been granted on the Latest Practicable Date, given that the variables which are crucial for the calculation of the value of such options cannot be determined. The variables which are crucial for the determination of the value of such options include the subscription price for ordinary shares of HK\$0.05 each in the capital of Chuang's China ("CC Shares") to be issued upon the exercise of the options, the timing of the grant of such options and whether or not such options, if granted, will be exercised by the grantees of the New CC Scheme ("CC Grantees"). Thus, the Directors are of the view that the value of the options that can be granted pursuant to the New CC Scheme depends on a number of variables which are either difficult to ascertain or can only be ascertained subject to a number of theoretical bases and speculative assumptions. Accordingly, the Directors believe that any calculation of the value of the options will not be meaningful and may be misleading to the Shareholders in the circumstances.

None of the Directors is a trustee of the New CC Scheme or has any direct or indirect interest in the trustees of the New CC Scheme, if any.

The New CC Scheme shall take effect subject to (i) the passing of the necessary resolution to adopt the New CC Scheme by the Shareholders in a general meeting of the Company; (ii) the passing of the necessary resolution to adopt the New CC Scheme by the CC Shareholders in a general meeting of Chuang's China and is conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the CC Shares or any part thereof to be issued and allotted pursuant to the exercise of the options granted under the New CC Scheme. An application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the CC Shares to be issued pursuant to the exercise of the options to be granted under the New CC Scheme.

A summary of the principal terms of the New CC Scheme is set out in Appendix II to this circular. A copy of the New CC Scheme will be published on the websites of the Stock Exchange and the Company for a period of not less than 14 days before the date of the Annual General Meeting, and will also be available for inspection at the Annual General Meeting. The terms of the New CC Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

6. AMENDMENTS TO EXISTING BYE-LAWS AND ADOPTION OF NEW BYE-LAWS

On 1 January 2022, the Listing Rules were amended by, among others, adopting a uniform set of 14 core standards for shareholder protections for issuers set out in Appendix 3 to the Listing Rules. The Board proposes to make certain amendments to the Existing Bye-Laws to conform to the said core standards for shareholder protections and to allow general meetings of the Company to be held as a hybrid meeting or electronic meeting where Shareholders may attend by electronic means in addition to as a physical meeting where Shareholders attend in person. The amendments also explicitly set out other related powers of the Board and the chairman of the general meetings, including making arrangements for attendance as well as ensuring the security and orderly conduct of such general meetings. Other amendments to the Existing Bye-Laws are also made for corresponding as well as housekeeping changes. Further, there are also amendments to the Existing Bye-Laws to reflect certain updates in relation to the applicable laws of Bermuda and the Listing Rules. The Board also proposes to adopt the New Bye-Laws incorporating the amendments to the Existing Bye-Laws in substitution for, and to the exclusion of, the Existing Bye-Laws.

The major areas of the proposed amendments that will be incorporated in the New Bye-Laws are summarized below:

- (i) to allow all general meetings (including, inter alia, annual general meeting and any adjourned or postponed meeting) to be held as a physical meeting in any part of the world and at one or more locations, or as a hybrid meeting or an electronic meeting;
- (ii) to insert the definitions of “electronic meeting”, “hybrid meeting”, “Meeting Location”, “physical meeting” and “Principal Meeting Place”, and make corresponding changes to the relevant provisions of the Existing Bye-Laws;
- (iii) to include additional details to be specified in a notice of general meeting in light of allowing general meetings to be held at one or more meeting locations, or as a hybrid meeting or an electronic meeting;

- (iv) to provide that the chairman of the general meeting may, with the consent of the meeting at which a quorum is present, 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);
- (v) to provide for the proceedings of general meetings which are held at one or more locations, or as a hybrid meeting or an electronic meeting, and the powers of the Board and the chairman of the meeting in relation thereto;
- (vi) to provide that, where the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold a general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling for such meeting, may change or postpone the meeting to another date, time and/or place, change the electronic facilities and/or change the form of the meeting (a physical meeting, a hybrid meeting or an electronic meeting) without approval from the Shareholders;
- (vii) to the extent not provided in the applicable laws of Bermuda, amendments to conform with the core standards for shareholder protections for issuers as set out in the amended Appendix 3 to the Listing Rules effective from 1 January 2022; and
- (viii) to make other house-keeping amendments and making consequential amendments in line with the above amendments to the Existing Bye-Laws.

The full text of the proposed New Bye-Laws (marked-up against the conformed version of the Existing Bye-Laws posted on the website of the Stock Exchange) is set out in Appendix III to this circular. The Chinese translation of the proposed New Bye-Laws is for reference only. In case of any discrepancy or inconsistency between the English version and its Chinese translation, the English version shall prevail.

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

7. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein misleading.

8. MEETING ARRANGEMENTS AND ACTION TO BE TAKEN

In light of the recent Covid-19 pandemic, the Annual General Meeting will be conducted in a hybrid manner with the combination of a physical meeting and a virtual meeting online. Shareholders will have the option of joining the Annual General Meeting either (a) through the physical meeting at Concentric, Shop 202, 2/F., Chater House, 8 Connaught Road, Central, Hong Kong; or (b) through the e-Meeting system by visiting the website at

<https://spot-meeting.tricor.hk/#/367> (the “e-Meeting System”) by using their computers, tablet devices or smartphones. Shareholders attending the Annual General Meeting using the e-Meeting System will be deemed to be present at, and will be counted towards the quorum of the meeting.

Registered Shareholders will be able to attend the Annual General Meeting and vote through the e-Meeting System, and submit questions or comments online through the e-Meeting System or dial in the number (852) 2532 4290 to us and other Shareholders. Each registered Shareholder’s personalized login and access code will be sent to him or her or it together with the dial-in details under separate copy around one week before the Annual General Meeting. In the case of joint registered holders of any Share(s), only **ONE PAIR** of login and access code will be provided to the joint registered holders. Any one of such joint registered holders may attend or vote in respect of such Share(s) as if he/she/it was solely entitled thereto. For corporate Shareholders who wish to attend the Annual General Meeting and to vote online, please contact the Branch Registrar at (852) 2975 0928 on or before 29 August 2022 for arrangement.

Non-registered Shareholders whose shares are held in the Central Clearing and Settlement System through banks, brokers, custodians or Hong Kong Securities Clearing Company Limited may also be able to attend the Annual General Meeting and vote through the e-Meeting System and submit questions or comments online through the e-Meeting System or dial in the number (852) 2532 4290 to us and other Shareholders. In this regard, they should consult directly with their banks, brokers or custodians (as the case may be) for the necessary arrangements.

Given the evolving Covid-19 pandemic, in order to prevent the spreading of Covid-19 and safeguard the health and safety of the Shareholders, the Company strongly recommends the Shareholders to attend the Annual General Meeting via the online option, or by appointing the chairman of the Annual General Meeting as their proxy to vote at the Annual General Meeting instead of attending in person. The Company will also be undertaking the following precautionary measures to safeguard the health and well-being of the Shareholders (or their proxies) who are attending the Annual General Meeting in person, including compulsory temperature screening, requiring all participants to wear surgical face masks (please bring your own), plus safe distancing measures for queue management and seating at the meeting venue (including the attendees will be assigned seats in different rooms or partitioned areas at the meeting venue with telecommunications facilities, if appropriate). To reduce close contact between attendees at the Annual General Meeting physically, no food or beverages will be served at the venue and no corporate gifts would be distributed. The Company may also deny any person who is subject to mandatory quarantine order imposed by the HKSAR Government or refuses to co-operate with the above precautionary measure or is detected to have a fever (i.e. over 37.3 °C) or exhibiting flu-like symptoms from entering the meeting venue. The Company also reserves the right to deny entry to the physical venue of the Annual General Meeting if such attendance by the Shareholders in person would contravene the applicable laws in Hong Kong.

For online voting at the Annual General Meeting, the Shareholders can refer to our separate letter to be sent to you and the Online Meeting User Guide (by visiting the hyperlink or scanning the QR code as printed therein) for details. If you have any queries on the above, please contact the Branch Registrar via their hotline at (852) 2975 0928 from 9:00 a.m. to 5:00 p.m. (Monday to Friday, excluding Hong Kong public holidays).

Shareholders who wish to attend the Annual General Meeting and exercise their voting rights can be achieved in one of the following ways:

- (i) attend the Annual General Meeting in person and vote via smartphones or designated mobile devices at the Annual General Meeting venue; or
- (ii) attend the Annual General Meeting via e-Meeting System which enables live streaming and interactive platform for questions and answers and submit their voting online; or
- (iii) appoint chairman of the Annual General Meeting or other persons as your proxy to vote on your behalf.

A proxy form for use at the Annual General Meeting is enclosed in the annual report of the Company for the year ended 31 March 2022 despatched together with this circular. Whether or not you intend to attend the Annual General Meeting, you are requested to complete the said proxy form and return it to the Company's share registrar in Hong Kong, Tricor Standard Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (to be changed to 17/F., Far East Finance Centre, 16 Harcourt Road, Hong Kong with effect from 15 August 2022) as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the Annual General Meeting or any adjournment thereof.

Your proxy's authority and instruction will be revoked if you attend and vote in person at the Annual General Meeting or via e-Meeting System.

9. VOTING AT THE ANNUAL GENERAL MEETING

Pursuant to Bye-law no. 66 of the Existing Bye-Laws and Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted by a show of hands.

10. RECOMMENDATION

The Board believes that (i) the re-election of the Retiring Directors, (ii) the grant of general mandate for the Board to repurchase Shares, (iii) the adoption of the New Share Option Scheme and the New CC Scheme and (iv) the amendments to the Existing Bye-Laws and the adoption of the New Bye-Laws are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the proposed resolutions set out in the notice of the Annual General Meeting.

Yours faithfully,
For and on behalf of
Chuang's Consortium International Limited
Albert Chuang Ka Pun
Chairman and Managing Director

SUMMARY OF THE NEW SHARE OPTION SCHEME

The following is a summary of the principal terms of the New Share Option Scheme to be adopted at the Annual General Meeting:

1. Purpose

- 1.1 The New Share Option Scheme is a share incentive scheme and is established to provide incentive or reward, to recognise and acknowledge the contributions and/or efforts that Eligible Participants (as defined in paragraph 4.1 below) had made or may make to the Group.
- 1.2 The New Share Option Scheme will provide the Eligible Participants with an opportunity to have a personal stake in the Company with the view to achieving the following objectives:
 - (a) motivate the Eligible Participants to optimise their performance and efficiency for the benefit and/or interest of the Group; and
 - (b) attract and retain or otherwise maintain ongoing business relationship with the Eligible Participants whose contributions are or will be beneficial to the long term growth of the Group.

2. Conditions

- 2.1 The New Share Option Scheme shall take effect subject to the passing of the necessary resolution to adopt the New Share Option Scheme by the Shareholders in a general meeting of the Company and is conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the Shares or any part thereof to be issued and allotted pursuant to the exercise of the right to subscribe for Shares granted pursuant to the New Share Option Scheme (“Options”) granted under the New Share Option Scheme.
- 2.2 If any of the above conditions are not satisfied on or before 31 December 2022, the New Share Option Scheme shall forthwith be terminated and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the New Share Option Scheme.
- 2.3 Reference in paragraph 2.1 to the Stock Exchange granting the approvals, listing and permission referred to therein shall include where such approvals, listing and permission are granted subject to conditions.

3. Duration and Administration

- 3.1 Subject to paragraphs 2 and 15, the New Share Option Scheme shall be valid and effective for a period of 10 years commencing on the date on which the New Share Option Scheme is conditionally adopted by resolution of the Shareholders in general meeting or any adjournment thereof (“Adoption Date”), after which no further Options will be issued but the provisions of the New Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme.
- 3.2 The New Share Option Scheme shall be subject to the administration of the Board whose decision (save as otherwise provided herein) shall be final and binding on all parties. Without prejudice to the generality of the foregoing, the Board shall have the absolute discretion to (a) interpret and construe the provisions of the New Share Option Scheme, (b) subject to paragraphs 4, 6 and 9, determine the persons who will be awarded Options under the New Share Option Scheme, and the number and subscription price of Options awarded thereto, (c) subject to paragraph 13, make such appropriate and equitable adjustments to the terms of Options granted under the New Share Option Scheme as it deems necessary, and (d) make such other decisions or determinations as it shall deem appropriate in the administration of the New Share Option Scheme.

4. Eligibility Criteria

- 4.1 Subject to paragraph 4.1A, the Board may at its absolute discretion grant Options to any Director, proposed Director (whether executive or non-executive and whether independent or not) or employee of the Group or an Affiliate (if applicable) whom the Board in its sole discretion considers will contribute or has contributed to any member of the Group or an Affiliate (if applicable).

In order for a person to satisfy the Board that he/she is qualified to be (or, where applicable, continues to be qualified to be) an Eligible Participant, such person shall provide all such information as the Board may request for the purpose of assessing his/her eligibility (or continuing eligibility).

- 4.1A Any grant of Options to employees of an Affiliate must be approved by the remuneration committee of the Board.
- 4.2 Any person whom the Board has resolved that he/she is qualified to be an Eligible Participant must remain eligible during the period when any Option granted to him/her remains outstanding (including both vested Options which are not exercised and unvested Options). In assessing such Grantee’s continuing

eligibility under the New Share Option Scheme, the requirements set out in paragraph 4.1 and paragraph 14.1 shall be given due and careful consideration by the Board.

- 4.3 In the event that the Board has resolved that a Grantee fails or otherwise is unable to meet the continuing eligibility criteria under the New Share Option Scheme as referred to in paragraph 4.2, the Company is entitled to cancel any outstanding Option or part thereof granted to such Grantee to the extent not already exercised (but, for the avoidance of doubt, if the Company does not exercise such right, the Grantee may exercise any outstanding Option or part thereof).

5. Grant of Options

- 5.1 On and subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time on a business day within 10 years commencing on the Adoption Date to offer the grant of an Option to any Eligible Participant as the Board may in its absolute discretion select in accordance with paragraph 4. As soon as possible upon the granting by the Company of any Options under the New Share Option Scheme, the Company must publish an announcement setting out the details as required under the Listing Rules from time to time.
- 5.2 An offer of the grant of an Option shall be made to an Eligible Participant by letter in such form as the Board may from time to time determine. Such offer shall specify the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option (“Subscription Price”), the period during which an Option may be exercised as the Board determines at its discretion, save that such period shall not be more than 10 years from the date of grant of the Option (“Option Period”) and the other relevant terms and conditions of the Option, and shall require the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme and all other conditions attaching to the grant and shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the date of offer. An offer cannot be accepted by an Eligible Participant who ceases to be an Eligible Participant after the offer has been made. No offer shall be capable of or open for acceptance after the expiry of 10 years after the Adoption Date.
- 5.3 The letter for granting the offer shall state, in addition to the matters specified in paragraph 5.2, the following:
- (a) the name and address of the Eligible Participant;
 - (b) the last date by which the offer must be accepted;
 - (c) the manner of payment of the Subscription Price for the Shares on and in consequence of the exercise of the Option;

- (d) the procedure for acceptance;
 - (e) without prejudice to the generality of paragraph 5.6, such other terms and conditions of the offer as may be imposed by the Board as are not inconsistent with the New Share Option Scheme; and
 - (f) a statement requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme.
- 5.4 An offer of the grant of an Option shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Option duly signed by the Grantee together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company within the period specified in the letter containing the offer of the grant of the Option. Such remittance shall in no circumstances be refundable. Once accepted, the Option is granted as from the date on which it was offered to the relevant Eligible Participant.
- 5.5 Unless otherwise stated in the terms of the grant, any offer of the grant of an Option may be accepted in respect of less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a board lot for dealings in Shares on the Stock Exchange or an integral multiple thereof. To the extent that the offer of the grant of an Option is not accepted within 28 days in the manner indicated in paragraph 5.4 it shall be deemed to have been irrevocably declined and lapse automatically.
- 5.6 Subject to the provisions of the New Share Option Scheme, the Listing Rules and other applicable rules and regulations, the Board may, on a case by case basis and at its discretion when offering the grant of an Option, impose any conditions, restrictions or limitations in relation thereto additional to those expressly set forth in the New Share Option Scheme as it may think fit (which shall be stated in the letter containing the offer of the grant of the Option) including (without prejudice to the generality of the foregoing) conditions, restrictions or limitations relating to the minimum period for which the Options are to be held and/or the achievement of operating or financial targets, the satisfactory performance of certain obligations by the Grantee or the time or period when the right to exercise the Option in respect of all or some of the Shares the subject of the Option will vest. For the avoidance of doubt, there is no minimum period for which an Option must be held before it can be exercised, which should be determined by the Board at its discretion on a case by case basis.
- 5.7 Without prejudice to the generality of the foregoing and subject to the Listing Rules and paragraph 6, the Board may grant Options in respect of which the Subscription Price is fixed at different prices for certain periods during the Option Period.

- 5.8 The Board shall not offer the grant of an Option to any Eligible Participant (i) after inside information has come to its knowledge until (and including) the trading day after it has announced the information; or (ii) during the period commencing one month immediately preceding the earlier of (A) the date of the board meeting for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (B) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period respectively (whether or not required under the Listing Rules), and ending on the date on which such information has been announced pursuant to the relevant requirements of the Listing Rules.
- 5.9 The Board may not grant any Option to an Eligible Participant who is a Director during the periods or times which Directors are prohibited from dealing in the Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

6. Subscription Price

The Subscription Price in respect of any particular Option shall, subject to any adjustments made pursuant to the terms of the New Share Option Scheme, be such price as the Board may in its absolute discretion determine at the time of grant of the relevant Option and notified to each Eligible Participant (in the letter containing the offer of the grant of the Option) and shall not be less than the higher of:

- (a) the closing price per Share of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the relevant Option, which must be a business day; and
- (b) an amount equivalent to the average closing price per Share of the Shares as stated in the Stock Exchange's daily quotations sheets for the 5 business days immediately preceding the date of grant of the relevant Option.

7. Exercise of Options

- 7.1 An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option. Any breach of the foregoing shall render any outstanding Option or part thereof granted to such Grantee, to the extent not already exercised, as lapsed.
- 7.2 An Option shall be exercised in whole or in part by the Grantee by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price for the Shares in respect of which the notice is given. Within 28 days

after receipt of the notice and, where appropriate, receipt of the auditor of the Company (“Auditor”)’s or the independent financial adviser’s certificate pursuant to paragraph 10, the Company shall accordingly allot the relevant number of Shares to the Grantee credited as fully paid and issue to the Grantee a share certificate in respect of the Shares so allotted.

7.3 Subject as hereinafter provided, an Option may be exercised at any time during the Option Period, provided that:

- (a) in the event of the death of the Grantee (being an individual) before exercising the Option in full, his/her legal personal representatives may exercise the Option up to the Grantee’s entitlement (to the extent not already exercised) within the period of 12 months from the date of his/her death or such longer period as the Board may determine failing which the Option will lapse;
- (b) in the event of the Grantee who is an employee (whether full-time or part-time) as stipulated in paragraph 4.1 (“Employee”) ceasing to be an Employee for any reason other than his/her death or the termination of his/her employment on one or more of the grounds specified in paragraph 8(e), the Option (including both unvested Options and vested Options to the extent not already exercised) shall lapse on the date of cessation of such employment and not be exercisable provided that the Board may within 1 month from the date of such cessation otherwise determine that the Option shall become exercisable within such period as the Board may determine following the date of such cessation;
- (c) if a general offer (whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner) is made to all the Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or in concert with the offeror), the Company shall use its best endeavours to procure that such offer is extended to all Grantees (on the same terms, mutatis mutandis, and assuming that they shall become, by the exercise in full of the Options granted to them, shareholders of the Company). If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the Grantee (or his/her legal personal representative(s)) shall be entitled to exercise his/her Options in full (to the extent not already exercised) at any time within 14 days after the date on which such general offer becomes or is declared unconditional;
- (d) in the event a notice is given by the Company to its Shareholders to convene a Shareholders’ meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall, forthwith upon such notice of meeting being given,

give notice thereof to the Grantee and the Grantee may by notice in writing to the Company (such notice to be received by the Company not later than 4 business days prior to the proposed Shareholders' meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and the Company shall as soon as possible and in any event no later than the day immediately prior to the date of the proposed Shareholders' meeting, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise; and

- (e) in the event of a compromise or arrangement between the Company and its members or creditors being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all Grantees on the same date as it gives notice of the meeting to its members or creditors to consider such a scheme of compromise or arrangement, and thereupon the Grantee may, until the expiry of the period commencing on such date and ending on the earlier of the date 2 months thereafter and the date on which such compromise or arrangement is sanctioned by the court, exercise any of his/her Options (to the extent which it has become exercisable and has not already been exercised) whether in full or in part, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse unless previously exercised under the New Share Option Scheme. The Company may require the Grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of Option in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

- 7.4 The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the articles of association of the Company in force as at the date on which Shares are allotted and issued to a Grantee pursuant to the exercise of the rights attaching to an Option granted ("Allotment Date") and shall rank *pari passu* in all respects with the existing fully paid Shares in issue on the Allotment Date and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the Allotment Date. A Share allotted upon the exercise of an Option shall not carry voting rights until the name of the Grantee has been duly entered into the register of members of the Company as the holder thereof. For the avoidance of doubt, the Options shall not confer any voting, dividend, transfer and other rights (including those arising on a liquidation of the Company) save to the extent expressly provided for in the New Share Option Scheme.

7.5 For the purpose of paragraph 7.3(b), a Grantee shall not be regarded as ceasing to be an Employee (including any executive director) or officer (including any non-executive director and independent non-executive director) of the Company or any Subsidiary or the Company's Affiliate or the Company's holding company if he/she ceases to hold a position of employment or office with the Company or any particular Subsidiary or the Company's Affiliate or the Company's holding company but at the same time he/she takes up a different position of employment or office with the Company or another Subsidiary or the Company's Affiliate or the Company's holding company, as the case may be.

8. Lapse of Option

An Option shall lapse and not be exercisable (to the extent not already exercised) on the earliest of:

- (a) the expiry of the Option Period;
- (b) the expiry of any of the periods referred to in paragraph 7.3;
- (c) the date of the commencement of the winding-up of the Company;
- (d) subject to the proposed compromise or arrangement becoming effective, the expiry of the period referred to in paragraph 7.3(e);
- (e) the date on which the Grantee who is an Employee ceases to be an Employee by reason of the termination of his/her employment on the grounds that he/she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay debts or has committed any act of bankruptcy or has made any arrangements or composition with his/her creditors generally, or has been convicted of any criminal offence involving his/her integrity or honesty. A resolution of the Board to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 8(e) shall be conclusive;
- (f) there is an unsatisfied judgment, order or award outstanding against the Grantee or the Board has reason to believe that the Grantee is unable to pay or to have no reasonable prospect of being able to pay his/her debts within the meaning of the Bankruptcy Ordinance (Chapter 6 of the laws of Hong Kong);
- (g) there are circumstances which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of the type mentioned in paragraph 8(f);
- (h) the date on which the Grantee commits a breach of any condition attached to the grant of his/her Option, if the Board shall exercise the Company's right to deem the Option as lapsed;

- (i) the date on which the Board considers that the Grantee fails to meet the continuing eligibility criteria as set out in paragraph 4, if the Board shall exercise the Company's right to deem the Option as lapsed; or
- (j) the date on which the Grantee sells, transfers, charges, mortgages, encumbers or creates any interest in favour of any third party over or in relation to any Option in breach of the rules of the New Share Option Scheme.

9. Maximum Number of Shares Available for Subscription

- 9.1 Subject to paragraphs 9.2, 9.3 and 9.4, the maximum number of Shares in respect of which Options may be granted under the New Share Option Scheme and any other schemes involving the issue or grant of options or similar rights over Shares or other securities by the Company shall not, in aggregate, exceed 10% of the issued share capital of the Company as at the date of approval of the New Share Option Scheme (the "Scheme Mandate Limit"), being 167,255,310 Shares (assuming that no new Shares will be allotted, issued or repurchased prior to the general meeting) unless approved by the Shareholders pursuant to paragraph 9.3. Options which have lapsed in accordance with the terms of the New Share Option Scheme and any other schemes shall not be counted for the purpose of calculating the Scheme Mandate Limit.
- 9.2 Subject to paragraphs 9.3 and 9.4, the Scheme Mandate Limit may be refreshed by the Shareholders in general meeting from time to time provided always that the Scheme Mandate Limit so refreshed must not exceed 10% of the Shares in issue as at the date of approval of such refreshment by the Shareholders in general meeting. Upon such refreshment, all Options granted under the New Share Option Scheme and any other share options schemes of the Company (including those exercised, outstanding, cancelled, lapsed in accordance with the terms of the New Share Option Scheme or any other share option schemes of the Company) prior to the approval of such refreshment shall not be counted for the purpose of calculating whether the refreshed Scheme Mandate Limit has been exceeded. A circular must also be sent to the Shareholders containing such information from time to time as required by the Stock Exchange.
- 9.3 Subject to paragraph 9.4, the Board may seek separate Shareholders' approval in general meeting to grant Options beyond the Scheme Mandate Limit provided that the Options in excess of the Scheme Mandate Limit are granted only to the Eligible Participants specified by the Company before such approval is sought and the Company must issue a circular to the Shareholders containing such information from time to time required by the Stock Exchange in relation to any such proposed grant to such Eligible Participants.
- 9.4 The maximum number of Shares which may be issued upon the exercise of all outstanding Options granted and yet to be exercised under the New Share Option Scheme and any other schemes involving the issue or grant of options or similar rights over Shares or other securities by the Company must not, in

aggregate, exceed 30% of the Shares in issue from time to time. Notwithstanding anything contrary to the terms of the New Share Option Scheme, no Options may be granted under any schemes of the Company (including the New Share Option Scheme) if this will result in the said 30% limited being exceeded.

- 9.5 No Option may be granted to any Eligible Participants which if exercised in full would result in the total number of Shares issued and to be issued upon exercise of the Options already granted or to be granted to such Eligible Participant under the New Share Option Scheme (including exercised, cancelled and outstanding share options) in the 12-month period up to and including the date of such new grant exceeding 1% of the issued share capital of the Company as at the date of such new grant. Any grant of further Options above this limit shall be subject to the following requirements:
- (a) approval of the Shareholders at general meeting, with such Eligible Participant and his/her close associates (as defined under the Listing Rules) (or his/her associate (as defined under the Listing Rules) if the Eligible Participant is a connected person) abstaining from voting;
 - (b) a circular in relation to the proposal for such further grant having been sent by the Company to the Shareholders with such information from time to time required by the Listing Rules;
 - (c) the number and terms (including the exercise price) of the Options to be granted to such proposed Grantee shall be fixed before the Shareholders' approval mentioned in sub-paragraph (a) above; and
 - (d) for the purpose of calculating the minimum subscription price for the Shares in respect of the further Options proposed to be so granted as described under paragraph 6, the date of the Board's meeting for proposing such grant of further Options shall be taken as the date of grant of the Options.
- 9.6 The maximum number of Shares referred to in paragraph 9 shall be adjusted, in such manner as the Auditor or the independent financial adviser shall certify as fair and reasonable in accordance with paragraph 10.

10. Reorganisation of Capital Structure

10.1 In the event of any alteration in the capital structure of the Company while an Option remains exercisable, and such event arises from a capitalisation of profits or reserves or rights issue made by the Company to the Shareholders, consolidation, subdivision or reduction of capital of the Company, such corresponding alterations (if any) shall be made in:

- (a) the number of Shares subject to the Option so far as unexercised; and/or
- (b) the Subscription Price per Share of each Option so far as unexercised; and/or
- or
- (c) the maximum number of Shares referred to in paragraph 9.

Any such alteration shall require the certification of the Auditor or the independent financial adviser as to its fairness and reasonableness, either generally or as regards any particular Grantee (except in the case of a capitalisation issue where no such certification shall be required), and shall satisfy the requirement that such alterations give the Grantee the same proportion of the equity capital as that to which that the Grantee was previously entitled, provided that:

- (i) any such alterations shall be made on the basis that the aggregate Subscription Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) it was before such event;
- (ii) no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; and
- (iii) no such alterations shall be made the effect of which would be to increase the proportion of the issued share capital of the Company for which any Grantee is entitled to subscribe pursuant to the Options held by him/her.

For the avoidance of doubt only, the issue of securities as consideration in a transaction shall not be regarded as a circumstance requiring any such alterations.

The costs of the Auditor or the independent financial adviser shall be borne by the Company.

10.2 In giving any certificate under this paragraph 10 the Auditor or the independent financial adviser shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on the Company and all persons who may be affected thereby.

11. Share Capital

The exercise of any Option shall be subject to the Shareholders in a general meeting approving any necessary increase in the authorised share capital of the Company. Subject thereto the Board shall make available sufficient authorised but unissued share capital of the Company to meet subsisting requirements on the exercise of Options.

12. Disputes

Any dispute arising in connection with the New Share Option Scheme (whether as to the number of Shares the subject of an Option, the amount of the Subscription Price or otherwise) shall be referred to the decision of the Auditor or the independent financial adviser of the Company who shall act as experts and not as arbitrators and whose decision shall be final and binding on the Grantee.

13. Alteration of the Scheme

- 13.1 The New Share Option Scheme may be altered in any respect by resolution of the Board except that the provisions of the New Share Option Scheme relating to matters contained in Rule 17.03 of the Listing Rules shall not be altered to extend the class of persons eligible for the grant of Options or to the advantage of Grantees or prospective Grantees except with the prior approval of the Shareholders in general meeting.
- 13.2 Any alterations to the terms and conditions of the New Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by the Shareholders in general meeting, except where such alterations take effect automatically under the existing terms of the New Share Option Scheme.
- 13.3 Any change to the authority of the Board in relation to any alterations to the terms of the New Share Option Scheme must be approved by Shareholders in general meeting.
- 13.4 The amended terms of the New Share Option Scheme or the Options must continue to comply with Chapter 17 of the Listing Rules from time to time.
- 13.5 Subject to this paragraph 13, the Board may at any time alter, amend or modify the terms and conditions of the New Share Option Scheme such that the provisions of the New Share Option Scheme would comply with all relevant legal and regulatory requirements in all relevant jurisdictions to the extent as considered necessary by the Board to implement the terms of the New Share Option Scheme.

14. Grant of Options to Connected Persons or any of their Associates

14.1 Without prejudice to paragraph 5, any grant of Options to a connected person (as defined under the Listing Rules) or their respective associates (as defined under the Listing Rules) must be approved by all of the independent non-executive Directors of the Company (excluding any independent non-executive Director of the Company who is a proposed Grantee).

14.2 Where any grant of Options to a substantial Shareholder (as defined under the Listing Rules) or an independent non-executive Director of the Company or their respective Associates will result in the total number of the Shares issued and to be issued upon exercise of the Options proposed to be granted and all other options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person under the New Share Option Scheme and any other share option scheme(s) of the Company in the 12-month period up to and including the date of the grant of Options to such person:

- (a) representing in aggregate over 0.1% of the Shares in issue at the date of such grant; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the Stock Exchange's daily quotations sheets on each relevant date on which the grant of such Option is made to (and subject to the acceptance by) such person under the relevant scheme, in excess of HK\$5 million,

then such further grant of Options must be first approved by the Shareholders at general meeting at which meeting the grantee(s), any of their respective associates (as defined under the Listing Rules) and all the core connected persons (as defined under the Listing Rules) shall abstain from voting in favour at the general meeting. The Company shall send a circular to the Shareholders.

14.3 For the avoidance of doubt, the requirements for the granting of Options to a Director or chief executive of the Company (as defined under the Listing Rules) set out in this paragraph 14 do not apply where the Eligible Participant is only a proposed Director or chief executive of the Company (as defined under the Listing Rules).

15. Termination

The Company, by resolution in general meeting of the Company, or the Board may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered but the provisions of the New Share Option Scheme shall remain in force in all other respects to the extent necessary to give effect to the exercise of any Option granted prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme.

16. Cancellation

The Board shall have the absolute discretion to cancel any Options granted. Cancelled Options may be re-issued after such cancellation has been approved, provided that re-issued Options shall only be granted in compliance with the terms of the New Share Option Scheme. For the avoidance of doubt, new Options may be issued to a Grantee in place of his/her cancelled Options only if there are available unissued options (excluding the cancelled Options) within the Scheme Mandate Limit.

17. Performance Target

Subject to paragraphs 5.2 and 5.3, there is no performance target stipulated under the terms of the Scheme which a Grantee is required to achieve before any Option granted under the Scheme can be exercised. The terms of the Scheme, however, do provide that the Board has the discretion to require at the time of grant of an Option any particular Grantee to achieve such performance targets as the Board may then specify in the grant before any Option granted under the Scheme to such Grantee can be exercised.

SUMMARY OF THE NEW CC SCHEME

The following is a summary of the principal terms of the New CC Scheme to be adopted at the CC AGM:

1. Purpose

- 1.1 The New CC Scheme is a share incentive scheme and is established to provide incentive or reward, to recognise and acknowledge the contributions and/or efforts that CC Eligible Participants (as defined in paragraph 4.1 below) had made or may make to the CC Group.
- 1.2 The New CC Scheme will provide the CC Eligible Participants with an opportunity to have a personal stake in Chuang's China with the view to achieving the following objectives:
 - (a) motivate the CC Eligible Participants to optimise their performance and efficiency for the benefit and/or interest of the CC Group; and
 - (b) attract and retain or otherwise maintain ongoing business relationship with the CC Eligible Participants whose contributions are or will be beneficial to the long term growth of the CC Group.

2. Conditions

- 2.1 The New CC Scheme shall take effect subject to (i) the passing of the necessary resolution to adopt the New CC Scheme by the Shareholders in a general meeting of the Company, (ii) the passing of the necessary resolution to adopt the New CC Scheme by the CC Shareholders in a general meeting of Chuang's China and is conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the CC Shares or any part thereof to be issued and allotted pursuant to the exercise of the right to subscribe for CC Shares granted pursuant to the New CC Scheme ("CC Options") granted under the New CC Scheme.
- 2.2 If any of the above conditions are not satisfied on or before 31 December 2022, the New CC Scheme shall forthwith be terminated and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the New CC Scheme.
- 2.3 Reference in paragraph 2.1 to the Stock Exchange granting the approvals, listing and permission referred to therein shall include where such approvals, listing and permission are granted subject to conditions.

3. Duration and Administration

- 3.1 Subject to paragraphs 2 and 15, the New CC Scheme shall be valid and effective for a period of 10 years commencing on the date on which the New CC Scheme is conditionally adopted by resolution of the CC Shareholders in general meeting or any adjournment thereof (“CC Adoption Date”), after which no further Options will be issued but the provisions of the New CC Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any CC Options granted prior thereto or otherwise as may be required in accordance with the provisions of the New CC Scheme.
- 3.2 The New CC Scheme shall be subject to the administration of the CC Board whose decision (save as otherwise provided herein) shall be final and binding on all parties. Without prejudice to the generality of the foregoing, the CC Board shall have the absolute discretion to (a) interpret and construe the provisions of the New CC Scheme, (b) subject to paragraphs 4, 6 and 9, determine the persons who will be awarded Options under the New CC Scheme, and the number and subscription price of Options awarded thereto, (c) subject to paragraph 13, make such appropriate and equitable adjustments to the terms of Options granted under the New CC Scheme as it deems necessary, and (d) make such other decisions or determinations as it shall deem appropriate in the administration of the New CC Scheme.

4. Eligibility Criteria

- 4.1 Subject to paragraph 4.1A, the board of directors of Chuang’s China (“CC Board”) may at its absolute discretion grant CC Options to any director of Chuang’s China (“CC Director(s)”), proposed CC Director (whether executive or non-executive and whether independent or not) or employee of the CC Group or a CC Affiliate or the holding company of Chuang’s China (if applicable) whom the CC Board in its sole discretion considers will contribute or has contributed to any member of the CC Group or a CC Affiliate or the holding company of Chuang’s China (if applicable).

In order for a person to satisfy the CC Board that he/she is qualified to be (or, where applicable, continues to be qualified to be) a CC Eligible Participant, such person shall provide all such information as the CC Board may request for the purpose of assessing his/her eligibility (or continuing eligibility).

- 4.1A Any grant of CC Options to employees of a CC Affiliate or the holding company of Chuang’s China must be approved by the remuneration committee of the CC Board.

- 4.2 Any person whom the CC Board has resolved that he/she is qualified to be a CC Eligible Participant must remain eligible during the period when any CC Option granted to him/her remains outstanding (including both vested Options which are not exercised and unvested Options). In assessing such CC Grantee's continuing eligibility under the New CC Scheme, the requirements set out in paragraph 4.1 and paragraph 14.1 shall be given due and careful consideration by the CC Board.
- 4.3 In the event that the CC Board has resolved that a CC Grantee fails or otherwise is unable to meet the continuing eligibility criteria under the New CC Scheme as referred to in paragraph 4.2, Chuang's China is entitled to cancel any outstanding Option or part thereof granted to such CC Grantee to the extent not already exercised (but, for the avoidance of doubt, if Chuang's China does not exercise such right, the CC Grantee may exercise any outstanding Option or part thereof).

5. Grant of Options

- 5.1 On and subject to the terms of the New CC Scheme, the CC Board shall be entitled at any time on a business day within 10 years commencing on the CC Adoption date to offer the grant of an CC Option to any CC Eligible Participant as the CC Board may in its absolute discretion select in accordance with paragraph 4. As soon as possible upon the granting by Chuang's China of any CC Options under the New CC Scheme, Chuang's China must publish an announcement setting out the details as required under the Listing Rules from time to time.
- 5.2 An offer of the grant of an CC Option shall be made to a CC Eligible Participant by letter in such form as the CC Board may from time to time determine. Such offer shall specify the price per Share at which a CC Grantee may subscribe for CC Shares on the exercise of an CC Option ("CC Subscription Price"), the period during which an CC Option may be exercised as the CC Board determines at its discretion, save that such period shall not be more than 10 years from the date of grant of the CC Option ("CC Option Period") and the other relevant terms and conditions of the Option, and shall require the CC Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New CC Scheme and all other conditions attaching to the grant and shall remain open for acceptance by the CC Eligible Participant concerned for a period of 28 days from the date of offer. An offer cannot be accepted by a CC Eligible Participant who ceases to be a CC Eligible Participant after the offer has been made. No offer shall be capable of or open for acceptance after the expiry of 10 years after the CC Adoption date.

- 5.3 The letter for granting the offer shall state, in addition to the matters specified in paragraph 5.2, the following:
- (a) the name and address of the CC Eligible Participant;
 - (b) the last date by which the offer must be accepted;
 - (c) the manner of payment of the CC Subscription Price for the CC Shares on and in consequence of the exercise of the Option;
 - (d) the procedure for acceptance;
 - (e) without prejudice to the generality of paragraph 5.6, such other terms and conditions of the offer as may be imposed by the CC Board as are not inconsistent with the New CC Scheme; and
 - (f) a statement requiring the CC Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New CC Scheme.
- 5.4 An offer of the grant of an CC Option shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Option duly signed by the CC Grantee together with a remittance in favour of Chuang's China of HK\$1.00 by way of consideration for the grant thereof is received by Chuang's China within the period specified in the letter containing the offer of the grant of the Option. Such remittance shall in no circumstances be refundable. Once accepted, the Option is granted as from the date on which it was offered to the relevant CC Eligible Participant.
- 5.5 Unless otherwise stated in the terms of the grant, any offer of the grant of an CC Option may be accepted in respect of less than the number of CC Shares in respect of which it is offered provided that it is accepted in respect of a board lot for dealings in CC Shares on the Stock Exchange or an integral multiple thereof. To the extent that the offer of the grant of an CC Option is not accepted within 28 days in the manner indicated in paragraph 5.4 it shall be deemed to have been irrevocably declined and lapse automatically.
- 5.6 Subject to the provisions of the New CC Scheme, the Listing Rules and other applicable rules and regulations, the CC Board may, on a case by case basis and at its discretion when offering the grant of an CC Option, impose any conditions, restrictions or limitations in relation thereto additional to those expressly set forth in the New CC Scheme as it may think fit (which shall be stated in the letter containing the offer of the grant of the Option) including (without prejudice to the generality of the foregoing) conditions, restrictions or limitations relating to the minimum period for which the CC Options are to be held and/or the achievement of operating or financial targets, the satisfactory performance of certain obligations by the CC Grantee or the time or period

when the right to exercise the Option in respect of all or some of the CC Shares the subject of the Option will vest. For the avoidance of doubt, there is no minimum period of which a CC Option must be held before it can be exercised, which should be determined by the CC Board at its discretion on a case by case basis.

- 5.7 Without prejudice to the generality of the foregoing and subject to the Listing Rules and paragraph 6, the CC Board may grant Options in respect of which the CC Subscription Price is fixed at different prices for certain periods during the CC Option Period.
- 5.8 The CC Board shall not offer the grant of an CC Option to any CC Eligible Participant (i) after inside information has come to its knowledge until (and including) the trading day after it has announced the information; or (ii) during the period commencing one month immediately preceding the earlier of (A) the date of the board meeting for the approval of Chuang's China's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (B) the deadline for Chuang's China to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period respectively (whether or not required under the Listing Rules), and ending on the date on which such information has been announced pursuant to the relevant requirements of the Listing Rules.
- 5.9 The CC Board may not grant any CC Option to a CC Eligible Participant who is a CC Director during the periods or times which CC Directors are prohibited from dealing in the CC Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by Chuang's China.

6. Subscription Price

The Subscription Price in respect of any particular Option shall, subject to any adjustments made pursuant to the terms of the New CC Scheme, be such price as the CC Board may in its absolute discretion determine at the time of grant of the relevant Option and notified to each CC Eligible Participant (in the letter containing the offer of the grant of the Option) and shall not be less than the higher of:

- (a) the closing price per CC Share of the CC Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the relevant Option, which must be a business day; or
- (b) an amount equivalent to the average closing price per Share of the CC Shares as stated in the Stock Exchange's daily quotations sheets for the 5 business days immediately preceding the date of grant of the relevant Option.

7. Exercise of Options

- 7.1 An Option shall be personal to the CC Grantee and shall not be assignable and no CC Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any CC Option. Any breach of the foregoing shall render any outstanding Option or part thereof granted to such CC Grantee, to the extent not already exercised, as lapsed.
- 7.2 An Option shall be exercised in whole or in part by the CC Grantee by giving notice in writing to Chuang's China stating that the Option is thereby exercised and the number of CC Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the CC Subscription Price for the CC Shares in respect of which the notice is given. Within 28 days after receipt of the notice and, where appropriate, receipt of the auditor of Chuang's China ("CC Auditor")'s or the independent financial adviser's certificate pursuant to paragraph 10, Chuang's China shall accordingly allot the relevant number of CC Shares to the CC Grantee credited as fully paid and issue to the CC Grantee a share certificate in respect of the CC Shares so allotted.
- 7.3 Subject as hereinafter provided, an CC Option may be exercised at any time during the CC Option Period, provided that:
- (a) in the event of the death of the CC Grantee (being an individual) before exercising the Option in full, his/her legal personal representatives may exercise the Option up to the CC Grantee's entitlement (to the extent not already exercised) within the period of 12 months from the date of his/her death or such longer period as the CC Board may determine failing which the Option will lapse;
 - (b) in the event of the CC Grantee who is an employee (whether full-time or part-time) as stipulated in paragraph 4.1 ("CC Employee") ceasing to be a CC Employee for any reason other than his/her death or the termination of his/her employment on one or more of the grounds specified in paragraph 8(e), the Option (including both unvested Options and vested Options to the extent not already exercised) shall lapse on the date of cessation of such employment and not be exercisable provided that the CC Board may within 1 month from the date of such cessation otherwise determine that the Option shall become exercisable within such period as the CC Board may determine following the date of such cessation;
 - (c) if a general offer (whether by way of takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner) is made to all the CC Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or in concert with the offeror), Chuang's China shall use its best endeavours

to procure that such offer is extended to all CC Grantees (on the same terms, mutatis mutandis, and assuming that they shall become, by the exercise in full of the CC Options granted to them, shareholders of Chuang's China). If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the CC Grantee (or his/her legal personal representative(s)) shall be entitled to exercise his/her Options in full (to the extent not already exercised) at any time within 14 days after the date on which such general offer becomes or is declared unconditional;

- (d) in the event a notice is given by Chuang's China to its CC Shareholders to convene a CC Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up Chuang's China, Chuang's China shall, forthwith upon such notice of meeting being given, give notice thereof to the CC Grantee and the CC Grantee may by notice in writing to Chuang's China (such notice to be received by Chuang's China not later than 4 business days prior to the proposed CC Shareholders' meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and Chuang's China shall as soon as possible and in any event no later than the day immediately prior to the date of the proposed CC Shareholders' meeting, allot and issue such number of CC Shares to the CC Grantee which falls to be issued on such exercise; and
- (e) in the event of a compromise or arrangement between Chuang's China and its members or creditors being proposed in connection with a scheme for the reconstruction of Chuang's China or its amalgamation with any other company or companies, Chuang's China shall give notice thereof to all CC Grantees on the same date as it gives notice of the meeting to its members or creditors to consider such a scheme of compromise or arrangement, and thereupon the CC Grantee may, until the expiry of the period commencing on such date and ending on the earlier of the date 2 months thereafter and the date on which such compromise or arrangement is sanctioned by the court, exercise any of his/her Options (to the extent which it has become exercisable and has not already been exercised) whether in full or in part, but the exercise of an CC Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse unless previously exercised under the New CC Scheme. Chuang's China may require the CC Grantee to transfer or otherwise deal with the CC Shares issued as a result of the exercise of Option in these circumstances so as to place the CC Grantee in the same position as nearly as would have been the case had such CC Shares been subject to such compromise or arrangement.

- 7.4 The CC Shares to be allotted upon the exercise of an CC Option shall be subject to all the provisions of the articles of association of Chuang's China in force as at the date on which CC Shares are allotted and issued to a CC Grantee pursuant to the exercise of the rights attaching to an CC Option granted ("CC Allotment Date") and shall rank pari passu in all respects with the existing fully paid CC Shares in issue on the CC Allotment Date and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the CC Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the CC Allotment Date. A Share allotted upon the exercise of an CC Option shall not carry voting rights until the name of the CC Grantee has been duly entered into the register of members of Chuang's China as the holder thereof. For the avoidance of doubt, the CC Options shall not confer any voting, dividend, transfer and other rights (including those arising on a liquidation of Chuang's China) save to the extent expressly provided for in the New CC Scheme.
- 7.5 For the purpose of paragraph 7.3(b), a CC Grantee shall not be regarded as ceasing to be a CC Employee (including any executive director) or officer (including any non-executive director and independent non-executive director) of Chuang's China or any Subsidiary or a CC Affiliate or Chuang's China's holding company if he/she ceases to hold a position of employment or office with Chuang's China or any particular Subsidiary or a CC Affiliate or Chuang's China's holding company but at the same time he/she takes up a different position of employment or office with Chuang's China or another Subsidiary or a CC Affiliate or Chuang's China's holding company, as the case may be.

8. Lapse of Option

An Option shall lapse and not be exercisable (to the extent not already exercised) on the earliest of:

- (a) the expiry of the CC Option Period;
- (b) the expiry of any of the periods referred to in paragraph 7.3;
- (c) the date of the commencement of the winding-up of Chuang's China;
- (d) subject to the proposed compromise or arrangement becoming effective, the expiry of the period referred to in paragraph 7.3(e);
- (e) the date on which the CC Grantee who is a CC Employee ceases to be a CC Employee by reason of the termination of his/her employment on the grounds that he/she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay debts or has committed any act of bankruptcy or has made any arrangements or composition with his/her creditors generally, or has been convicted of any criminal offence

involving his/her integrity or honesty. A resolution of the CC Board to the effect that the employment of a CC Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 8(e) shall be conclusive;

- (f) there is an unsatisfied judgment, order or award outstanding against the CC Grantee or the CC Board has reason to believe that the CC Grantee is unable to pay or to have no reasonable prospect of being able to pay his/her debts within the meaning of the Bankruptcy Ordinance (Chapter 6 of the laws of Hong Kong);
- (g) there are circumstances which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of the type mentioned in paragraph 8(f);
- (h) the date on which the CC Grantee commits a breach of any condition attached to the grant of his/her Option, if the CC Board shall exercise Chuang's China's right to deem the Option as lapsed;
- (i) the date on which the CC Board considers that the CC Grantee fails to meet the continuing eligibility criteria as set out in paragraph 4, if the CC Board shall exercise Chuang's China's right to deem the Option as lapsed; or
- (j) the date on which the CC Grantee sells, transfers, charges, mortgages, encumbers or creates any interest in favour of any third party over or in relation to any CC Option in breach of the rules of the New CC Scheme.

9. Maximum Number of Shares Available for Subscription

9.1 Subject to paragraphs 9.2, 9.3 and 9.4, the maximum number of CC Shares in respect of which Options may be granted under the New CC Scheme and any other schemes involving the issue or grant of options or similar rights over CC Shares or other securities by Chuang's China shall not, in aggregate, exceed 10% of the issued share capital of Chuang's China as at the date of approval of the New CC Scheme (the "CC Scheme Mandate Limit"), being 234,703,531 CC Shares (assuming that no new CC Shares will be allotted, issued or repurchased prior to the general meeting) unless approved by the CC Shareholders pursuant to paragraph 9.3. Options which have lapsed in accordance with the terms of the New CC Scheme and any other schemes shall not be counted for the purpose of calculating the CC Scheme Mandate Limit.

9.2 Subject to paragraphs 9.3 and 9.4, the CC Scheme Mandate Limit may be refreshed by the CC Shareholders in general meeting from time to time provided always that the CC Scheme Mandate Limit so refreshed must not exceed 10% of the CC Shares in issue as at the date of approval of such refreshment by the CC Shareholders in general meeting. Upon such refreshment, all Options granted under the New CC Scheme and any other share options schemes of Chuang's China (including those exercised,

outstanding, cancelled, lapsed in accordance with the terms of the New CC Scheme or any other share option schemes of Chuang's China) prior to the approval of such refreshment shall not be counted for the purpose of calculating whether the refreshed CC Scheme Mandate Limit has been exceeded. A circular must also be sent to the CC Shareholders containing such information from time to time as required by the Stock Exchange.

- 9.3 Subject to paragraph 9.4, the CC Board may seek separate CC Shareholders' approval in general meeting to grant Options beyond the CC Scheme Mandate Limit provided that the CC Options in excess of the CC Scheme Mandate Limit are granted only to the CC Eligible Participants specified by Chuang's China before such approval is sought and Chuang's China must issue a circular to the CC Shareholders containing such information from time to time required by the Stock Exchange in relation to any such proposed grant to such CC Eligible Participants.
- 9.4 The maximum number of CC Shares which may be issued upon the exercise of all outstanding Options granted and yet to be exercised under the New CC Scheme and any other schemes involving the issue or grant of options or similar rights over CC Shares or other securities by Chuang's China must not, in aggregate, exceed 30% of the CC Shares in issue from time to time. Notwithstanding anything contrary to the terms of the New CC Scheme, no Options may be granted under any schemes of Chuang's China (including the New CC Scheme) if this will result in the said 30% limited being exceeded.
- 9.5 No Option may be granted to any CC Eligible Participants which if exercised in full would result in the total number of CC Shares issued and to be issued upon exercise of the CC Options already granted or to be granted to such CC Eligible Participant under the New CC Scheme (including exercised, cancelled and outstanding share options) in the 12-month period up to and including the date of such new grant exceeding 1% of the issued share capital of Chuang's China as at the date of such new grant. Any grant of further CC Options above this limit shall be subject to the following requirements:
- (a) approval of the CC Shareholders at general meeting, with such CC Eligible Participant and his/her close associates (as defined under the Listing Rules) (or his/her associate (as defined under the Listing Rules) if the CC Eligible Participant is a connected person) abstaining from voting;
 - (b) a circular in relation to the proposal for such further grant having been sent by Chuang's China to the CC Shareholders with such information from time to time required by the Listing Rules;
 - (c) the number and terms (including the exercise price) of the CC Options to be granted to such proposed CC Grantee shall be fixed before the CC Shareholders' approval mentioned in sub-paragraph (a) above; and

- (d) for the purpose of calculating the minimum subscription price for the CC Shares in respect of the further Options proposed to be so granted as described under paragraph 6, the date of the CC Board's meeting for proposing such grant of further Options shall be taken as the date of grant of the CC Options.

9.6 The maximum number of CC Shares referred to in paragraph 9 shall be adjusted, in such manner as the CC Auditor or the independent financial adviser shall certify as fair and reasonable in accordance with paragraph 10.

10. Reorganisation of Capital Structure

10.1 In the event of any alteration in the capital structure of Chuang's China while an CC Option remains exercisable, and such event arises from a capitalisation of profits or reserves or rights issue made by Chuang's China to the CC Shareholders, consolidation, subdivision or reduction of capital of Chuang's China, such corresponding alterations (if any) shall be made in:

- (a) the number of CC Shares subject to the Option so far as unexercised; and/or
- (b) the CC Subscription Price per Share of each Option so far as unexercised; and/or
- (c) the maximum number of CC Shares referred to in paragraph 9,

Any such alteration shall require the certification of the CC Auditor or the independent financial adviser as to its fairness and reasonableness, either generally or as regards any particular CC Grantee (except in the case of a capitalisation issue where no such certification shall be required), and shall satisfy the requirement that such alterations give the CC Grantee the same proportion of the equity capital as that to which that the CC Grantee was previously entitled, provided that:

- (i) any such alterations shall be made on the basis that the aggregate Subscription Price payable by a CC Grantee on the full exercise of any CC Option shall remain as nearly as possible the same (but shall not be greater than) it was before such event;
- (ii) no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; and
- (iii) no such alterations shall be made the effect of which would be to increase the proportion of the issued share capital of Chuang's China for which any CC Grantee is entitled to subscribe pursuant to the CC Options held by him/her.

For the avoidance of doubt only, the issue of securities as consideration in a transaction shall not be regarded as a circumstance requiring any such alterations.

The costs of the CC Auditor or the independent financial adviser shall be borne by Chuang's China.

10.2 In giving any certificate under this paragraph 10 the CC Auditor or the independent financial adviser shall be deemed to be acting as experts and not as arbitrators and their certificate shall, in the absence of manifest error, be final, conclusive and binding on Chuang's China and all persons who may be affected thereby.

11. Share Capital

The exercise of any CC Option shall be subject to the CC Shareholders in a general meeting approving any necessary increase in the authorised share capital of Chuang's China. Subject thereto the CC Board shall make available sufficient authorised but unissued share capital of Chuang's China to meet subsisting requirements on the exercise of Options.

12. Disputes

Any dispute arising in connection with the New CC Scheme (whether as to the number of CC Shares the subject of an CC Option, the amount of the CC Subscription Price or otherwise) shall be referred to the decision of the CC Auditor or the independent financial adviser of Chuang's China who shall act as experts and not as arbitrators and whose decision shall be final and binding on the CC Grantee.

13. Alteration of the Scheme

13.1 The New CC Scheme may be altered in any respect by resolution of the CC Board except that the provisions of the New CC Scheme relating to matters contained in Rule 17.03 of the Listing Rules shall not be altered to extend the class of persons eligible for the grant of Options or to the advantage of CC Grantees or prospective CC Grantees except with the prior approval of the CC Shareholders in general meeting.

13.2 Any alterations to the terms and conditions of the New CC Scheme which are of a material nature or any change to the terms of Options granted must be approved by the CC Shareholders in general meeting, except where such alterations take effect automatically under the existing terms of the New CC Scheme.

13.3 Any change to the authority of the CC Board in relation to any alterations to the terms of the New CC Scheme must be approved by CC Shareholders in general meeting.

13.4 The amended terms of the New CC Scheme or the CC Options must continue to comply with Chapter 17 of the Listing Rules from time to time.

13.5 Subject to this paragraph 13, the CC Board may at any time alter, amend or modify the terms and conditions of the New CC Scheme such that the provisions of the New CC Scheme would comply with all relevant legal and regulatory requirements in all relevant jurisdictions to the extent as considered necessary by the CC Board to implement the terms of the New CC Scheme.

14. Grant of Options to Connected Persons or any of their Associates

14.1 Without prejudice to paragraph 5, any grant of Options to a connected person (as defined under the Listing Rules) or their respective associates (as defined under the Listing Rules) must be approved by all of the independent non-executive CC Directors (excluding any independent non-executive CC Director who is a proposed CC Grantee).

14.2 Where any grant of Options to a substantial Shareholder (as defined under the Listing Rules) or an independent non-executive director of Chuang's China or their respective Associates will result in the total number of the CC Shares issued and to be issued upon exercise of the CC Options proposed to be granted and all other options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person under the New CC Scheme and any other share option scheme(s) of Chuang's China in the 12-month period up to and including the date of the grant of Options to such person:

- (a) representing in aggregate over 0.1% of the CC Shares in issue at the date of such grant; and
- (b) having an aggregate value, based on the closing price of the CC Shares as stated in the Stock Exchange's daily quotations sheets on each relevant date on which the grant of such Option is made to (and subject to the acceptance by) such person under the relevant scheme, in excess of HK\$5 million,

then such further grant of Options must be first approved by the CC Shareholders at general meeting at which meeting the grantee(s), any of their respective associates (as defined under the Listing Rules) and all the core connected persons (as defined under the Listing Rules) shall abstain from voting in favour at the general meeting. Chuang's China shall send a circular to the CC Shareholders.

14.3 For the avoidance of doubt, the requirements for the granting of Options to a CC Director or chief executive of Chuang's China (as defined under the Listing Rules) set out in this paragraph 14 do not apply where the CC Eligible Participant is only a proposed CC Director or chief executive of Chuang's China (as defined under the Listing Rules).

15. Termination

Chuang's China, by resolution in general meeting of Chuang's China, or the CC Board may at any time terminate the operation of the New CC Scheme and in such event no further Options will be offered but the provisions of the New CC Scheme shall remain in force in all other respects to the extent necessary to give effect to the exercise of any CC Option granted prior thereto or otherwise as may be required in accordance with the provisions of the New CC Scheme.

16. Cancellation

The CC Board shall have the absolute discretion to cancel any CC Options granted. Cancelled Options may be re-issued after such cancellation has been approved, provided that re-issued Options shall only be granted in compliance with the terms of the New CC Scheme. For the avoidance of doubt, new Options may be issued to a CC Grantee in place of his/her cancelled Options only if there are available unissued options (excluding the cancelled Options) within the CC Scheme Mandate Limit.

17. Performance Target

Subject to paragraphs 5.2 and 5.3, there is no performance target stipulated under the terms of the Scheme which a CC Grantee is required to achieve before any CC Option granted under the Scheme can be exercised. The terms of the Scheme, however, do provide that the CC Board has the discretion to require at the time of grant of an CC Option any particular CC Grantee to achieve such performance targets as the CC Board may then specify in the grant before any CC Option granted under the Scheme to such CC Grantee can be exercised.

BYE-LAWS

OF

CHUANG'S CONSORTIUM INTERNATIONAL LIMITED

莊士機構國際有限公司

(Adopted at an Annual General Meeting held on 2 September 2022)

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INTERPRETATION

1. In these Bye-laws, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<u>WORD</u>	<u>MEANING</u>
“Act”	the Companies Act 1981 of Bermuda, as amended from time to time.
<u>“announcement”</u>	<u>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.</u>
“Associate”	shall have the meaning attributed to it in the Rules Governing the Listing of Securities of The Stock Exchange of Hong Kong Limited.
“Auditor”	the auditor of the Company for the time being and may include any individual or partnership.
“Bye-laws”	these Bye-laws in their present form or as supplemented or amended <u>or substituted</u> from time to time.
“Boards” or “Directors”	the B board of D irectors of the Company or the D irectors present at a meeting of D irectors <u>of the Company</u> at which a quorum is present.
“capital”	the share capital <u>of the Company</u> from time to time of the Company.
“clear days”	in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
<u>“clearing house”</u>	<u>a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction.</u>

<u>“close associate”</u>	<u>in relation to any Director, shall have the same meaning as defined in the Listing Rules as modified from time to time, except that for purposes of Bye-law 104 where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules.</u>
“Company”	Chuang’s Consortium International Limited <u>莊士機構國際有限公司</u> .
<u>“competent regulatory authority”</u>	<u>a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.</u>
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	a stock exchange which is an appointed stock exchange for the purposes of the Act in respect of which the shares of the Company are listed or quoted and where such appointed stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company.
“dollars” and “\$”	dollars, the legal currency of Hong Kong.
<u>“electronic communication”</u>	<u>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.</u>
<u>“electronic meeting”</u>	<u>a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.
<u>“hybrid meeting”</u>	<u>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.</u>

“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and regulations of the Designated Stock Exchange.
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
<u>“Meeting Location”</u>	<u>has the meaning given to it in Bye-law 64(A).</u>
“month”	a calendar month.
“Notice”	written notice (whether in printed or electronic form or otherwise) unless otherwise specifically stated and as further defined in these Bye-laws.
“Office”	the registered office of the Company for the time being.
“paid up”	paid up or credited as paid up.
“recognised clearing house”	a recognised clearing house within the meaning of Schedule 1 of the Securities and Futures Ordinance (Chapter 571 of the Laws of the Hong Kong Special Administration Region of the People’s Republic of China) or a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted with the permission of the Company on a stock exchange in such jurisdiction
<u>“physical meeting”</u>	<u>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.</u>
<u>“Principal Meeting Place”</u>	<u>shall have the meaning given to it in Bye-law 59(2).</u>
“Register”	the <u>principal register and where applicable, any branch register of Members of the Company</u> to be kept pursuant to the provisions of the Act.
“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.

“Seal”	<u>common seal or any one or more</u> common duplicate seals of the Company <u>(including a securities seal)</u> for use in Bermuda or in any place outside Bermuda.
“Secretary”	any person firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, <u>deputy</u> , temporary or acting secretary.
“Statutes”	the Act and every other act of the Legislature of Bermuda for the time being in force applying to or affecting the Company, its memorandum of association and/or these Bye-laws.
<u>“substantial shareholder”</u>	<u>a person who is entitled to exercise, or to control the exercise of, 10% or more (or such other percentage as may be prescribed by the Listing Rules from time to time) of the voting power at any general meeting of the Company.</u>
“year”	a calendar year.

2. In these Bye-laws, unless there be something within the subject or context inconsistent with such construction:
- (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include ~~every~~ both gender and the neuter;
 - (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
 - (d) the words:
 - (i) “may” shall be construed as permissive;
 - (ii) “shall” or “will” shall be construed as imperative;
 - (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form 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 communication), or modes of representing or reproducing words partly in one visible form 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;

- (f) references to any act, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
- (g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Bye-laws if not inconsistent with the subject in the context;
- (h) a resolution shall be a special resolution when it has been passed by a majority of not less than three-fourths of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which ~~not less than twenty-one (21) clear days' notice (or such other minimum notice period as may be specified in the Listing Rules from time to time), specifying (without prejudice to the power contained in these Bye-laws to amend the same) the intention to propose the resolution as a special resolution, has been duly given. Provided that, if it is so agreed by a majority in number of the Members having the right to attend and vote at any such meeting, being a majority together holding not less than ninety-five (95) per cent. in nominal value of the shares giving that right, a resolution may be proposed and passed as a special resolution at a meeting of which less than twenty-one (21) clear days' notice (or such other minimum notice period as may be specified in the Listing Rules from time to time)~~ Notice has been duly given in accordance with Bye-law 59;
- (i) a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of ~~any such Members being a~~ as are corporations, by ~~its~~ their respective duly authorised representatives or, where proxies are allowed, by proxy at a general meeting ~~held of which Notice has been duly given in accordance with these Bye-laws 59;~~
- (j) a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Bye-laws or the Statutes-;
- (k) a resolution shall be an extraordinary resolution when it has been passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Bye-law 59;
- (kl) 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-;

- (m) references to the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;
- (n) a reference to a meeting shall mean a meeting convened and held in any manner permitted by these Bye-laws 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 Bye-laws, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;
- (o) 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 Bye-laws to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;
- (p) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise); and
- (q) where a Member is a corporation, any reference in these Bye-laws to a Member shall, where the context requires, refer to a duly authorised representative of such Member.

SHARE CAPITAL

3. (1) Subject to any resolution of the Members to the contrary, ~~The~~ the share capital of the Company shall be divided into shares of a par value of HK\$0.025 each.
- (2) Subject to the ~~Statutes Act~~ Act, the Company's memorandum of association and, where applicable, the ~~rules of any Designated Stock Exchange~~ Listing Rules and/or rules of any competent regulatory authority, any power of the Company to purchase or otherwise acquire its own shares shall be exercisable by the Board upon such terms and subject to such conditions as it thinks fit.

- (3) ~~Subject to the Statutes and, where applicable, the rules of any Designated Stock Exchange and the governing body of the Designated Stock Exchange, the Company may in accordance with any scheme for the time being in force and approved by the Members in general meeting provide, directly or indirectly, money or other financial assistance for the purchase of, or subscription for, fully or partly paid shares in the Company or any holding company of the Company, being a purchase of or subscription for shares by a trustee of or to be held by or for the benefit of employees of the Company, any of its subsidiaries, any holding company of the Company or any subsidiary of any such holding company, in each such case whether incorporated in Bermuda or elsewhere including any directors holding a salaried employment or office with or in any such company and so that the residual beneficiary of any such trust may be or include a charitable object.~~
- (4)(3) ~~Subject to the Statutes and, where applicable, the rules of any Designated Stock Exchange and the governing body of the Designated Stock Exchange~~compliance with the Listing Rules and rules of any other competent regulatory authority, the Company may give financial assistance ~~on such terms as the Board thinks fit to directors and bona fide employees of the Company, its subsidiaries and any holding company of the Company and/or any subsidiary of any such holding company, in each such case whether incorporated in Bermuda or elsewhere, in order that they may buy shares (fully or partly paid) in the Company or any holding company of the Company and such terms may include a provision stating that when a director ceases to be a director of, or an employee ceases to be employed by the Company or such other company, shares bought with such financial assistance shall or may be sold to the Company or such other company on such terms as the Board thinks fit~~for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.

ALTERATION OF CAPITAL

4. The Company may from time to time by ordinary resolution in accordance with Section 45 of the Act:
- (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
 - (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
 - (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in ~~G~~general Mmeeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes

shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;

- (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;~~and~~
 - (e) change the currency denomination of its share capital;
 - ~~(d)~~(f) make provision for the issue and allotment of shares which do not carry any voting rights; and
 - ~~(e)~~(g) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled.
5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the last preceding Bye-law and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company’s benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
6. The Company may from time to time by special resolution, subject to any confirmation or consent required by law, reduce its ~~authorised or~~ issued share capital or, save for the use of share premium as expressly permitted by the Act, any share premium account or other undistributable reserve ~~in any manner permitted by law.~~
7. Except so far as otherwise provided by the conditions of issue, or by these Bye-laws, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Bye-laws with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

SHARE RIGHTS

8. Subject to any special rights conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend,

voting, return of capital or otherwise as the Company may by ordinary resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

9. Subject to Sections 42 and 43 of the Act, ~~these Bye-laws, and to any special rights conferred on the holders of any shares or attaching to any class of shares,~~ any preference shares may be issued or converted into shares that, at a determinable date or at the option of the Company or the holder if so authorised by its memorandum of association, are liable to be redeemed on such terms and in such manner as the Company before the issue or conversion may by ordinary resolution of the Members determine.

VARIATION OF RIGHTS

10. Subject to the Act and without prejudice to Bye-law 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Bye-laws relating to general meetings of the Company shall, *mutatis mutandis*, apply, but so that:
- (a) the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in the nominal value of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person or (in the case of a Member being a corporation) its duly authorised representative or by proxy (whatever the number of shares held by them) shall be a quorum; and
 - (b) every holder of shares of the class shall be entitled ~~on a poll~~ to one vote for every such share held by him; ~~and~~
 - (c) ~~any holder of shares of the class present in person or by proxy may demand a poll.~~
11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

12. (1) Subject to the Act, ~~and these Bye-laws, any direction that may be given by the Company in general meeting and, where applicable, the Listing Rules~~ and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to their nominal value. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of Members for any purpose whatsoever.
- (2) The Board may issue warrants ~~in registered form or convertible securities or securities of similar nature~~ conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.
13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Bye-laws or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
15. Subject to the Act and these Bye-laws, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

SHARES CERTIFICATES

16. Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. The seal of the Company may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificate by some mechanical means or may be printed thereon or that such certificates need not be signed by any person.
17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.
- (2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of notices and, subject to the provisions of these Bye-laws, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.
18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.
19. Share certificates shall be issued ~~in the case of an issue of shares within twenty-one (21) days (the relevant time limit as prescribed in the Act or such longer period as the terms of the issue provide)~~ Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer of fully or partly paid shares within twenty-one (21) days after lodgment of a transfer with the Company, not being a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20. (1) Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued ~~without charge~~ to the transferee in respect of the shares transferred to him, ~~and if at such fee as is provided in paragraph (2) of this Bye-law.~~ If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him ~~without charge at the aforesaid fee payable by the transferor to the Company in respect thereof.~~

- (2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.
21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant ~~m~~Member upon request and on payment of such fee as the Designated Stock Exchange may determine to be the maximum payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors ~~of the Company~~ are satisfied beyond reasonable doubt that the original has been destroyed.

LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such ~~m~~Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such ~~m~~Member or his estate and any other person, whether a ~~m~~Member ~~of the Company~~ or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Bye-law.
23. Subject to these Bye-laws, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

25. Subject to these Bye-laws and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' ~~notice~~ notice specifying the time and place of payment) pay to the Company as required by such notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in ~~on one~~ lump sum or by instalments. ~~The Directors may make arrangements on the issue of shares for a difference between the shareholders in the amount of calls to be paid and in the times of payment.~~
27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may ~~agree to accept~~ determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any ~~G~~ general ~~M~~ meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.

30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Bye-laws; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Bye-laws shall apply as if that amount had become due and payable by virtue of a call duly made and notified.
32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one month's ~~Notice in writing~~ notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. ~~Where any interest is paid, the holder of the share or shares~~ Such payment in advance shall not be entitled the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' ~~Notice~~ notice:
- (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
 - (b) stating that if the ~~Notice~~ notice is not complied with the shares on which the call was made will be liable to be forfeited.
- (2) If the requirements of any such ~~Notice~~ notice are not complied with, any share in respect of which such ~~Notice~~ notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.

35. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such ~~n~~Notice.
36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Bye-laws to forfeiture will include surrender.
37. Until cancelled in accordance with the requirements of the Act, a forfeited share shall be the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.
38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with (if the Directors shall in their discretion so require) interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board determines. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Bye-law any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.

40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.
41. The forfeiture of a share shall not prejudice the right of the Company ~~of to~~ any call already made or instalment payable thereon.
42. The provisions of these Bye-laws as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register ~~of its Members~~ and shall enter therein the following particulars, that is to say:
 - (a) the name and address of each Member, the number and class of shares held by him and, in respect of any shares that are not fully paid, the amount paid or agreed to be considered as paid on such shares;
 - (b) the date on which each person was entered in the Register; and
 - (c) the date on which any person ceased to be a Member.
 - (2) Subject to the Act, the Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
44. ~~Except when the Register is closed under the Act or in accordance with these Byelaws,~~ ~~†~~The Register and branch register of Members, as the case may be, shall be open to inspection between 10 a.m. and 12 noon ~~on every~~ during business day hours by members of the public without charge at the Office or such other place at which the Register is kept in accordance with the Act. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper and where applicable, any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed ~~for any time or at such times or for such periods~~ not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares.

RECORD DATES

45. ~~Subject to the Listing Rules, N~~otwithstanding any other provision of these Bye-laws the ~~Company or the Directors~~ may fix any date as the record date for:
- (a) ~~determining the Members entitled to receive any dividend, and such record date may be on, or not more than 30 days before or after, any date on which such dividend is declared~~ distribution, allotment or issue;
 - (b) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

TRANSFER OF SHARES

46. Subject to these Bye-laws, any Member may transfer all or any of his shares in any manner permitted by and in accordance with the Listing Rules or by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand only. The Board may resolve, either generally or in any particular case, upon request of the transferor or transferee, to accept a mechanically executed transfer subject to such conditions or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may think fit to impose ~~approve from time to time.~~
47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to Bye-law 46, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Bye-laws shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.

- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.
- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement ~~it~~ the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act.
49. Without limiting the generality of the last preceding Bye-law, the Board may decline to recognise any instrument of transfer unless:-
- (a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
- (b) the instrument of transfer is in respect of only one class of share;
- (c) the instrument of transfer is lodged at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
- (d) if applicable, the instrument of transfer is duly and properly stamped.
50. If the Board refuses to register a transfer of any share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.
51. The registration of transfers of shares or of any class of shares may, after notice has been given by announcement or by electronic communication or by advertisement in any newspaper in accordance with the requirements of any Designated Stock Exchange or by any means in such manner as may be accepted by the Designated Stock Exchange to that effect, be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Bye-law will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
53. Subject to Section 52 of the Act, any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Bye-laws relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.
54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Bye-law 745(2) being met, such a person may vote at meetings.

UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Bye-law, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- (2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member ~~or any shares to which a person is entitled by transmission~~ who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Bye-laws ~~of the Company~~ have remained uncashed;

- (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy, winding up or operation of law; and
- (c) the Company, if so required by the ~~rules governing the listing of shares on the Designated Stock Exchange~~Listing Rules, has given notice to, and caused ~~newspaper advertisement in newspapers in accordance with the requirements of the Designated Stock Exchange~~ to be made of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

For the purpose of the foregoing, the “relevant period” means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (c) of this Bye-law and ending at the expiry of the period referred to in that paragraph.

- (3) To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Bye-law shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

GENERAL MEETINGS

56. ~~Subject to the Act, An~~ annual general meeting of the Company shall be held in each financial year other than the financial year of incorporation at such time (within a period of not more than fifteen (15) months after the holding of the last preceding annual general meeting in which its statutory meeting is convened and such annual general meeting must be held within six (6) months after the end of the Company’s financial year (unless a longer period would not infringe the rules of any Designated Stock Exchange Listing Rules, if any) and place as may be determined by the Board.

57. Each general meeting, other than an annual general meeting, shall be called a special general meeting. ~~All G~~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 Bye-law 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.
58. The Board may whenever it thinks fit call special general meetings, and Members holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company carrying the right of voting at general meetings of the Company shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require a special general meeting to be called by the Board for the transaction of any business specified in such requisition and add resolutions to a meeting agenda; and such meeting to be convened pursuant to the requisition by the Members shall be held in the form of a physical meeting only and within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionists themselves may ~~do so~~ convene such physical meeting in accordance with the provisions of Section 754(3) of the Act.

NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting ~~and any special general meeting at which a special resolution is to be considered~~ shall be ~~convened~~ called by a Notice of not less than twenty-one (21) clear days ~~or such other minimum notice period as may be specified in the Listing Rules from time to time.~~ Any special general meeting at which only ordinary resolutions are to be considered shall be ~~convened~~ All other general meetings (including a special general meeting) must be called by a Notice of not less than fourteen (14) clear days ~~or such other minimum notice period as may be specified in~~ but if permitted by the Listing Rules ~~from time to time.~~ Notwithstanding ~~the foregoing,~~ a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together ~~holding representing~~ not less than ninety-five per cent. (95%) ~~in nominal value of the issued shares giving that right~~ of the total voting rights at the meeting of all the Members.

- (2) ~~The period of n~~Notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day on which the meeting is to be held, and shall specify (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and, in case of special business, the general nature of the business if there is more than one meeting location as determined by the Board pursuant to Bye-law 64A, 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 resolutions to be considered at the meeting. The ~~n~~Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than ~~to such Members as~~, under the provisions of these Bye-laws or the terms of issue of the shares they hold, are not entitled to receive such 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.
60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. (1) All business shall be deemed special that is transacted at a special general meeting, and also all business that is transacted at an annual general meeting, with the exception of sanctioning dividends, the reading, considering and adopting of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the election of Directors and appointment of Auditors and other officers in the place of those retiring, the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- (2) No business ~~other than the appointment of a chairman of a meeting pursuant to Bye-law 63~~ shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Three (3) Members entitled to vote and present in person or by proxy or, ~~(in the case of a member being a corporation) by its duly for quorum purposes only, three (3) persons appointed by the clearing house as authorised representative or proxy,~~ shall form a quorum for all purposes.

62. If within thirty (30) minutes (or such longer time not exceeding one hour 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 the same day in the next week at the same time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Bye-law 57 as the chairman of the meeting (or in default, as the Board) may absolutely determine. If at ~~the such~~ adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for holding the meeting, ~~any two (2) persons entitled to be counted in a quorum present at the meeting shall be a quorum and may transact the business for which the meeting was called~~ shall be dissolved.
63. (1) ~~The President chairman of the Company or if there be one or the Chairman is more than one chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman at every a general meeting. If at any meeting the President or the Chairman, as the case may be, no chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the deputy chairman of the Company or if there is more than one deputy chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman. If no chairman or deputy chairman is present or is willing to act as chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the Chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their number; to be chairman of the meeting.~~
- (2) If the chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Bye-law 63(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.

64. ~~The Chairman~~ Subject to Bye-law 64C, the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time (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, 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~~ Notice of the adjourned meeting shall be given specifying ~~the time and place of the adjourned meeting details set out in Bye-law 59(2)~~ but it shall not be necessary to specify in such notice 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, it shall be unnecessary to give Notice of an adjournment. ~~No business shall be transacted at any such adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.~~

64A.(1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s))" determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or any proxy 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.

(2) All general meetings are subject to the following:

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

(b) Members present in person or by proxy at a Meeting Location and/or Members or proxies 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 or proxies 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;

- (c) where Members or proxies attend a meeting by being present at one of the Meeting Locations and/or where Members or proxies 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;
- (d) if any of the Meeting Locations is outside the jurisdiction of the Principal Meeting Place and/or in the case of a hybrid meeting, unless otherwise stated in the Notice, the provisions of these Bye-laws 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.

64B. 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.

64C. If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Bye-law 64A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; 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 Bye-laws 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.

64D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction as the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Bye-law 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.

64E. 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 Bye-law 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 such 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 Bye-law, subject to and without prejudice to Bye-law 64, 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 Bye-laws not less than forty-eight (48) hours before the time of the postponed or changed 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.

64F. 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 Bye-law 64C, 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.

64G. Without prejudice to other provisions in Bye-law 64, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit 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.

65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

VOTING

66. (1) ~~Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Bye-laws, at any general meeting on a show of hands every Member present in person or by attorney or or by proxy or (being a corporation) is present by a representative duly authorised under Section 78 of the Act shall have one vote and on a poll every mMember present in person or by proxy shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is required under the Listing Rules or (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by way of a poll save that in the case of a physical meeting, the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Bye-law, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. Votes may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.~~
- (2) In the case of a physical meeting where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:
- (a) ~~by the Chairman; or~~
- (b)(a) by at least three Members present in person or by proxy for the time being entitled to vote at the meeting; or
- (c)(b) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting; or
- (d)(c) by a Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member shall be deemed to be the same as a demand by the Member.

67. ~~Unless a poll is required under the Listing Rules or is duly demanded and the demand is not withdrawn~~Where a resolution is voted on by a show of hands, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution.
68. ~~If a poll is duly demanded~~The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. ~~There~~The Company shall only be no requirement for the Chairman required to disclose the voting figures on a poll if such disclosure is required by the Listing Rules.
69. ~~A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and either forthwith or at such time (being not later than thirty (30) days after the date of the demand) and place as the Chairman directs. It shall not be necessary (unless the Chairman otherwise directs) for notice to be given of a poll.~~INTENTIONALLY DELETED
70. ~~The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which the poll has been demanded, and, with the consent of the chairman, it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.~~INTENTIONALLY DELETED
71. On a poll votes may be given either personally or by proxy.
72. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
73. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Bye-laws, the Listing Rules or by the Act. In the case of an equality of votes, ~~whether on a show of hands or on a poll,~~ the Chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
74. ~~In the case of~~Where there are joint holders of a ~~any~~ share any one of such joint holder may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Bye-law be deemed joint holders thereof.

75. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, ~~whether on a show of hands or on a poll~~, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such court, and such receiver, committee, curator bonis or other person may vote ~~on a poll~~ by proxy, and may otherwise act and be treated as if he were the registered holder of such Member shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting ~~or poll, or postponed meeting~~, as the case may be.
- (2) Any person entitled under Bye-law 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
76. (1) No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any ~~G~~general ~~M~~meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- (2) All members shall have the right to (a) speak at a general meeting, and (b) 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.
- (3) Where the Company has knowledge that any Member is, under the Listing Rules, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted
77. (1) ~~Where any Member is, under the rules of any Designated Stock Exchange, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.~~
- (2)
- If:
- (a) any objection shall be raised to the qualification of any voter; or

- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or postponed meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or postponed meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the ~~C~~chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the ~~C~~chairman decides that the same may have affected the decision of the meeting. The decision of the ~~C~~chairman on such matters shall be final and conclusive.

PROXIES

78. ~~(1) Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him.~~
- ~~(2) Unless otherwise required by the Statutes, a proxy need not be a Member. A Member who is the holder of two or more shares may appoint a proxy in respect of part only of his holding of shares in the Company more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise.~~
79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.

80. (1) 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 Bye-laws) 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 Bye-law 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 Bye-law or if no electronic address is so designated by the Company for the receipt of such document or information.
80. (2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or ~~on a poll demanded at a meeting or an adjourned postponed meeting~~ in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

81. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to ~~demand or join in demanding a poll and to vote~~ on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Bye-laws has not been received in accordance with the requirements of these Bye-laws. Subject to aforesaid, if the proxy appointment and any of the information required under these Bye-laws is not received in the manner set out in these Bye-laws, the appointee shall not be entitled to vote in respect of the shares in question.
82. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting, ~~or the taking of the poll or postponed meeting~~, at which the instrument of proxy is used.
83. Anything which under these Bye-laws a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Bye-laws relating to proxies and instruments appointing proxies shall apply mutatis mutandis in relation to any such attorney and the instrument under which such attorney is appointed.

CORPORATIONS ACTING BY REPRESENTATIVES

84. ~~(1)~~ Any corporation which is a Member ~~of the Company~~ may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member ~~of the Company~~ and such corporation shall for the purposes of these Bye-laws be deemed to be present in person at any such meeting if a person so authorised is present thereat. ~~Any reference in these Bye-laws to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Bye-law.~~

- 84A.(2) Where a Member is a ~~recognised~~ clearing house (or its nominee(s) and, in each case, being a corporation), it may authorise such person(s) as it thinks fit to act as its representative(s) ~~or proxy(ies)~~ at any meeting of the Company or at any meeting of any class of Members provided that the ~~authorization or proxy form~~ shall specify the number and class of shares in respect of which each such ~~person representative~~ is so authorised. Each person so authorised under the provisions of this Bye-law shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the ~~recognised~~ clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) in respect of the number and class of shares specified in the relevant ~~authorisation~~ authorization including, where a show of hands is allowed, the right to vote individually on a show of hands.
- (3) Any reference in these Bye-laws to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Bye-law.

WRITTEN RESOLUTIONS OF MEMBERS

85. (1) Subject to the Act, A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Bye-laws, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and where the resolution states a date as being the date of his signature thereof by any Member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Members.
- (2) Notwithstanding any provisions contained in these Bye-laws, a resolution in writing shall not be passed for the purpose of removing a Director before the expiration of his term of office under Bye-law 86(4) or for the purposes set out in Bye-law 154(3) relating to the removal and appointment of the Auditor.

BOARD OF DIRECTORS

86. (1) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than three (3). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place at the statutory meeting of ~~m~~Members and thereafter ~~in accordance with the next following Bye-law unless the Statutes otherwise require in which case at the annual general meeting; in accordance with Bye-law 87 or at any special general meeting called for such purpose and who shall hold office until for such term as the next appointment of Directors~~ Members may determine or, in the absence of such determination, in accordance with Bye-law 87 or until their successors are elected or appointed; or their office is otherwise vacated. Any general meeting may authorise the Board to fill any vacancy in their number left unfilled at a general meeting.
- (2) The Directors shall have the power from time to time and at any time to appoint any qualified person as a Director either to fill ~~in~~ a casual vacancy on the Board or, subject to authorisation by the Members in general meeting if a maximum number of directors has been determined, as an addition to the existing Board but so that the number of Directors so appointed shall not exceed any maximum number determined from time to time by the Members in general meeting. Any Director so appointed ~~by the Board~~ shall hold office ~~only~~ until the first annual general meeting of the Company after his/her appointment and shall be eligible for re-election ~~at that meeting and, in case such meeting is an annual general meeting of the Company, the Director shall not be taken into account in determining which particular Directors or the number of Directors (if any) who are to retire by rotation at such annual general meeting.~~
- (3) ~~Unless otherwise required by the Statutes, n~~Neither a Director nor an alternate ~~d~~Director shall be required to hold any shares of the Company by way of qualification and a Director or alternate ~~d~~Director (as the case may be) who is not a Member shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.
- (4) ~~Subject to any provision to the contrary in these Bye-laws t~~The Members may, at any general meeting convened and held in accordance with these Bye-laws, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything to the contrary in these Bye-laws or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement) provided that the ~~n~~Notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director fourteen (14) days before the meeting and at such meeting such Director shall be entitled to be heard on the motion for his removal.

- (5) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (4) above may be filled by the election or appointment ~~of~~ by the Members at the meeting at which such Director is removed to hold office until the next appointment of Directors or until their successors are elected or appointed or, in the absence of such election or appointment such general meeting may authorise the Board to fill any vacancy in the number left unfilled.
- (6) The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than three (3).

RETIREMENT OF DIRECTORS

87. ~~(1) The provisions of this Bye-laws shall, subject to the provisions of the last preceding Bye-law and the Statutes, govern the retirement of Directors.~~
- ~~(2) Notwithstanding any other provisions in these Bye-laws, At each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not greater-less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at least once every three years.~~
- ~~(3) A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires. The Directors to retire by rotation shall include (so far as necessary to ascertain the number of directors to retire by rotation) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. In addition, every Any Director shall retire from office no later than the third annual general meeting after he/she was last elected or re-elected appointed pursuant to Bye-law 86(2) shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation.~~
- ~~(4) The Company at the meeting at which a Director retires under any provision of these presents may by ordinary resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for election. In default the retiring Director shall be deemed to have been re-elected except in either of the following cases:~~
- ~~(a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost; or~~
- ~~(b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected.~~

- (5) ~~The retirement of a Director pursuant to the foregoing sub-paragraphs of this By-law shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.~~
88. ~~A resolution for the election of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.~~INTENTIONALLY DELETED
89. No person other than a ~~retiring~~ Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for election ~~to the office of~~ as a Director at any general meeting unless ~~there has been given to the Secretary a notice in writing signed by a Member or Members (not being other than the person or persons to be proposed) who holds or collectively hold not less than 5% in nominal value of the issued shares of any class of the Company and is/are entitled~~ duly qualified to attend and vote at the meeting for which such ~~notice~~ Notice is given; of his/~~their~~ intention to propose such person for election together with such person's information as may be required to be disclosed by the Company pursuant to the Listing Rules and also a Notice in writing signed by the person to be proposed of his willingness to be elected and the minimum length of the period, during which such notice(s) are given, shall have been lodged at the head office or at the Registration Office provided that the minimum length of the period, during which such Notice(s) are given, shall be at least seven (7) days and that (if the Notices are submitted after the despatch of the notice of the general meeting appointed for such election) the period for lodgement of such Notice(s) shall commence no earlier than on the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven (7) days prior to the date of such general meeting.

DISQUALIFICATION OF DIRECTORS

90. The office of a Director shall be vacated if the Director:
- (1) resigns his office by notice in writing delivered to the Company at the Office or tendered at a meeting of the Board whereupon the Board resolves to accept such resignation;
 - (2) becomes of unsound mind or dies;
 - (3) without special leave of absence from the Board, is absent from meetings of the Board for six consecutive months, and his alternate Director, if any, shall not during such period have attended in his stead and the Board resolves that his office be vacated; ~~or~~
 - (4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;

- (5) is prohibited by law from being a ~~D~~Director; or
- (6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Bye-laws.

No Director shall be required to vacate office or be ineligible for re-election or re-appointment as a Director, and no person shall be ineligible for appointment as a Director, by reason only of his having attained any particular age.

EXECUTIVE DIRECTORS

91. The Board may from time to time appoint any one or more of its body to be a ~~M~~managing ~~D~~director, ~~J~~joint ~~M~~managing ~~D~~director or ~~D~~deputy ~~M~~managing ~~D~~director or to hold any other employment or executive office with the Company for such period (subject to ~~the Statutes~~their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director, ~~for any breach. A Director appointed to an office under this Bye-law shall be subject to the same provisions as to removal as the other Directors, and he shall (subject to the provisions of any contract of service between him and the Company) which may be involved in such revocation or termination ipso facto immediately cease to hold such office if he shall cease to hold the office of Director for any cause.~~
92. Notwithstanding Bye-laws 97, 98, 99 and 100, An executive ~~D~~director appointed to an office under Bye-law 91 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and ~~with~~ such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

93. ~~Subject to the Statutes, a~~Any Director may at any time by ~~a~~Notice ~~in writing~~ delivered to the Office ~~or head office~~ or at a meeting of the Directors appoint any person to be his alternate ~~Director~~ and may at his discretion remove such alternate director. ~~If such alternate director is not another director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the person or body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases for any reason to be a Director. Any appointment or removal of an alternate~~ ~~Director~~ shall be effected by ~~a~~Notice ~~in writing~~ signed by the appointor and delivered to the Office ~~or head office~~ or tendered at a meeting of the Board. An alternate ~~Director~~ may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Bye-laws shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.
94. ~~Every person acting as a~~An alternate ~~Director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the provisions of these Bye-laws relating to Directors~~ only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate ~~Director~~ shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by ~~a~~Notice ~~in writing~~ to the Company from time to time direct.

95. Every person acting as an alternate ~~Director~~ shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). ~~The~~ If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature of an alternate ~~Director~~ to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
96. An alternate ~~Director~~ shall ipso facto cease to be an alternate ~~Director~~ if his appointor ceases for any reason to be a Director, ~~provided however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director PROVIDED~~ always that, if at any meeting any Director retires ~~by rotation or otherwise~~ but is re-elected at the same meeting, any appointment ~~made by him of such alternate Director~~ pursuant to these Bye-laws which was in force immediately before his retirement shall remain in force as though he had not retired.

DIRECTORS' FEES AND EXPENSES

97. The ordinary remuneration of the Directors shall from time to time be determined by the Company in ~~G~~general ~~M~~meeting and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as ~~it~~ the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.
98. Each Director shall be entitled to be ~~repaid or prepaid~~ all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.
99. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Bye-law.
100. The Board shall obtain the approval of the Company in ~~G~~general ~~M~~meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

101. A Director may:

- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and, subject to the relevant provisions of the Act, upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Bye-law;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
- (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Bye-laws, ~~the~~ Directors may exercise or caused to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director ~~of the Company~~ may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

102. Subject to the Act and to these Bye-laws, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Bye-law 103 herein.

103. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Bye-law, a general ~~an~~ Notice to the Board by a ~~a~~ Director to the effect that:

- (a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the ~~an~~ Notice be made with that company or firm; or
- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the ~~an~~ Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Bye-law in relation to any such contract or arrangement, provided that no such ~~an~~ Notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

104. (1) A Director shall not ~~be entitled to vote on~~ (nor shall be counted in the quorum ~~in relation thereto~~) on any resolution of the Board approving any contract or arrangement or any other proposal ~~whatsoever~~ in which he or any of his close associates ~~has any material interest~~ is materially interested, 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:

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

- (bb) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or 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;
- (ii) 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 his close associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- ~~(iii) any proposal concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or shareholder or in which the Director or his associate(s) is/are beneficially interested in the shares of that company, provided that, he, together with any of his associates are not in aggregate beneficially interested in five (5) per cent. or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associate(s) is/are derived) or of the voting rights;~~
- (iv) any proposal or arrangement concerning the benefit of employees of the Company or ~~any of its~~ subsidiaries including:
- (aa) the adoption, modification or operation of any employees' share scheme or any share incentive ~~scheme~~ or share option scheme under which ~~he the~~ Director or his close associate(s) may benefit; or
- (bb) the adoption, modification or operation of a pension ~~or provident~~ fund or retirement, death or disability benefits scheme which relates ~~both to the~~ Directors, his close associate(s) and employee(s) of the Company or any of its subsidiaries and does not provide in respect of any Director, or 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~~
- ~~(iv)~~ any contract or arrangement in which the Director or 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 ~~of or~~ other securities of the Company.
- (2) ~~A company shall be deemed to be a company in which a Director owns five (5) per cent. or more if and so long as (but only if and so long as) he and his Associates, (either directly or indirectly) are the holders of or beneficially interested in five (5) per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as~~

~~some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder.~~

~~(3) Where a company in which a Director and his Associates hold five (5) per cent. or more is materially interested in a transaction, then that Director shall also be deemed materially interested in such transaction.~~

~~(4)(2) If any question shall arise at any meeting of the Board as to the materiality of a Director's the interest or that of his associate(s) or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote ~~or form part of a quorum~~ and such question is not resolved by his voluntarily agreeing to abstain from voting ~~or not to be counted in the quorum~~, such question shall be referred to the chairman of the meeting ~~(or, where question relates to the interest of the chairman or that of his associate(s) to the other Directors at the meeting)~~ and his ruling ~~(or, as appropriate, the ruling of the other Directors)~~ in relation to any such other Director (or, as appropriate, the chairman) shall be final and conclusive except in a case where the nature or extent of the interests of the Director ~~and/or his associate(s)~~ concerned ~~(or, as appropriate, the chairman and/or his associate(s))~~ as known to such Director ~~(or, as appropriate, the chairman)~~ has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.~~

GENERAL POWERS OF THE DIRECTORS

105. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Bye-laws required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Bye-laws and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Bye-law shall not be limited or restricted by any special authority or power given to the Board by any other Bye-law.

(2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any

two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.

(3) Without prejudice to the general powers conferred by these Bye-laws it is hereby expressly declared that the Board shall have the following powers:

(a) ~~To~~ give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed-;

(b) ~~To~~ give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration-; and

~~(b)(c)~~ to resolve that the Company be discontinued in Bermuda and continued in a named country or jurisdiction outside Bermuda subject to the provisions of the Act.

106. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company). The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members ~~of any local board~~ or any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

107. The Board may by power of attorney appoint under the Seal any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Bye-laws) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the ~~Company's~~ Seal.

108. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
109. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
110. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.
- (2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

BORROWING POWERS

111. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
112. Debentures, ~~debenture stock~~, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

113. Any debentures, ~~debenture stock, bonds or other securities (other than shares)~~ may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
114. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the ~~m~~Members or otherwise, to obtain priority over such prior charge.
- (2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Act, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Act in regard to the registration of charges and debentures therein specified and otherwise.

PROCEEDINGS OF THE DIRECTORS

115. The Board may meet for the despatch of business, adjourn or postpone and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
116. A ~~M~~meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a ~~M~~meeting of the Board ~~of which notice may be given in writing or by telephone whenever he shall be required so to do by any Director. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the President or Chairman, as the case may be, or any Director. Any Director may waive notice of any meeting either prospectively or retrospectively.~~
117. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternate ~~d~~Director shall be counted in a quorum in the case of the absence of a ~~d~~Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.
- (2) Directors may participate in any ~~M~~meeting of the Board by means of a conference telephone, electronic or other communications equipment through which all persons participating in the ~~M~~meeting can communicate with each other ~~and simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a ~~M~~meeting as if those participating were present in person.~~

- (3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of ~~the such~~ Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
118. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Bye-laws, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Bye-laws as the quorum or that there is only one continuing ~~Director~~, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
119. The Board may elect ~~a one or more~~ chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting ~~neither the no~~ chairman ~~nor any~~ deputy chairman is present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
120. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
121. (1) The Board may delegate any of its powers, authorities and discretions to committees, consisting of such ~~Director or Directors~~ and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
- (2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any ~~special such~~ committee, and charge such remuneration to the current expenses of the Company.
122. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Bye-laws for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Bye-law.

123. 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 ~~subject to Bye-law 93~~ are temporarily unable to act as aforesaid shall ~~(be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held~~ 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 Bye-laws) ~~be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held~~ and further provided that no Director is aware of or has received any objection to the resolution from any Director. 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 Bye-law. 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 ~~provided that the document containing the original signature of the Director or alternate Director is deposited with the Secretary within ten (10) days from the date of the facsimile.~~ 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.
124. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member ~~or~~ of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

MANAGERS

125. The Board may from time to time appoint a ~~G~~general ~~M~~manager, a ~~M~~manager or ~~M~~managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the ~~G~~general ~~M~~manager, ~~M~~manager or ~~M~~managers who may be employed by him or them upon the business of the Company.
126. The appointment of such ~~G~~general ~~M~~manager, ~~M~~manager or ~~M~~managers may be for such period as the Board may decide, and the Board may confer upon him or them all or any of the powers of the Board as ~~they~~ it may think fit.

127. The Board may enter into such agreement or agreements with any such ~~G~~general ~~M~~manager, ~~M~~anager or ~~M~~anagers upon such terms and conditions in all respects as the Board may in their absolute discretion think fit, including a power for such ~~G~~general ~~M~~anager, ~~M~~anager or ~~M~~anagers to appoint an ~~A~~assistant ~~M~~anager or ~~M~~anagers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

OFFICERS

128. (1) ~~Subject to the Statutes, t~~The officers of the Company shall consist of ~~a Chairman, Managing Director, the Directors and~~ Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the ~~Statutes Act and, subject to Bye-law 132A(4), these Bye-Laws.~~

(2) ~~Subject to the Statutes, the Directors of the Company shall, as soon as may be after each appointment or election of Directors, elect one of their number to be Chairman and another of their number to be Managing Director; and if more than one Director is proposed for either of these offices, the election to such office shall take place in such manner as the Directors may determine.~~

~~(2)~~ (2) The officers shall receive such remuneration as the Directors may from time to time determine.

(3) Where the Company appoints and maintains a resident representative ordinarily resident in Bermuda in accordance with the Act, the resident representative shall comply with the provisions of the Act.

(4) The Company shall provide the resident representative with such documents and information as the resident representative may require in order to be able to comply with the provisions of the Act.

(5) The resident representative shall be entitled to have notice of, attend and be heard at all meetings of the Directors or of any committee of such Directors or general meetings of the Company.

129. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two (2) or more persons may be appointed as ~~J~~joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more ~~A~~assistant or ~~D~~deputy Secretaries.

(2) The Secretary shall attend all meetings of the Members and of the Directors and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Bye-laws or as may be prescribed by the Board.

APPENDIX III PROPOSED AMENDMENTS TO EXISTING BYE LAWS

130. ~~The President or the Chairman, as the case may be, shall act as chairman at all meetings of the Members and of the Directors at which he is present. In his absence a chairman shall be appointed or elected by those present at the Meeting.~~ **INTENTIONALLY DELETED**
131. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.
132. A provision of the Act or of these Bye-laws requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

- 132A. (1) The Board shall cause to be kept in one or more books at the Office a Register of Directors and Officers and shall enter therein the following particulars with respect to each Director and Officer, that is to say:
- (a) in the case of an individual, his or her present first name, surname and address; and
 - (b) in the case of a company, its name and registered office.
- (2) The Board shall within a period of fourteen (14) days from the occurrence of:
- (a) any change among the Directors and Officers; or
 - (b) any change in the particulars contained in the Register of Directors and Officers,
- cause to be entered on the Register of Directors and Officers the particulars of such change.
- (3) The Register of Directors and Officers shall be open to inspection by members of the public without charge at the Office between 10:00 a.m. and 12:00 noon during business hours.
- (4) In this Bye-law “Officer” has the meaning ascribed to it in Section 92A(7) of the Act.

MINUTES

133. (1) The Board shall cause Minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings of each general meeting of the Members, ~~meetings of the Board~~ and meetings of ~~committees of the Board~~.

(2) Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary at the Office.

SEAL

134. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal with the addition of the words "Securities Seal" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Bye-laws, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in the manner provided by this Bye-law shall be deemed to be sealed and executed with the authority of the Board previously given.
- (2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Bye-laws reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

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

DESTRUCTION OF DOCUMENTS

136. (1) The Company shall be entitled to destroy the following documents at the following times:

- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;
- (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
- (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
- (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of ~~two-seven~~ (27) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that: (1) the foregoing provisions of this Bye-law shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Bye-law shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Bye-law to the destruction of any document include references to its disposal in any manner.

- (2) Notwithstanding any provision contained in these Bye-laws, the Directors may, if permitted by applicable laws, authorise the destruction of documents set out in subparagraphs (a) to (e) of paragraph (1) of this Bye-law and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Bye-law shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

137. Subject to the Act, the Company in ~~G~~general ~~M~~meeting may from time to time declare dividends in any currency to be paid to the Members ~~according to their rights and interests in the profits available for distribution,~~ but no dividend shall be declared in excess of the amount recommended by the Board. The Company in general meeting may also make a distribution to the Members out of any contributed surplus (as ascertained in accordance with the Act).
138. No dividend shall be paid ~~or distribution made otherwise than~~ out of ~~profits available for distribution (such profits being ascertained in accordance with the Act) or~~ contributed surplus if to do so would render the Company unable to pay its liabilities as they become due or the realisable value of its assets would thereby become less than its liabilities.
139. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Bye-law as paid up on the share; and
 - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
140. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and ~~and~~ in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.
141. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
142. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

143. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
144. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.
145. Whenever the Board or the Company in general meeting ~~have~~ has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any ~~m~~Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

146. (1) Whenever the Board or the Company in general meeting ~~have~~has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:
- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' ~~notice in writing~~ notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or
 - (b) that the shareholders entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;

- (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' ~~n~~Notice ~~in writing~~ to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Bye-law shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (1) of this Bye-law in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Bye-law shall rank for participation in such distribution, bonus or rights.

- (b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Bye-law, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the ~~m~~Members concerned). The Board may authorise any person to enter into on behalf of all ~~m~~Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (3) The Company may upon the recommendation of the Board by ~~special~~ ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Bye-law a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Bye-law shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Bye-law shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

RESERVES

147. Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

148. (1) The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of ~~m~~Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such ~~m~~Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Bye-law, a share premium account and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid. In carrying sums to reserve and in applying the same the Board shall comply with the provisions of the Act.

(2) Notwithstanding any provisions in these Bye-laws, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.

149. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under the last preceding Bye-law and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

SUBSCRIPTION RIGHTS RESERVE

150. The following provisions shall have effect ~~at any time and from time to time~~ the extent that they are not prohibited or inconsistent by and are in compliance with the Statutes Act:

(1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the ~~par~~ nominal value of a share, then the following provisions shall apply:

(a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Bye-law) maintain in accordance with the provisions of this Bye-law a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;

- (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
- (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
 - (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
 - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par

and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders; and

- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrant holder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.

- (2) Shares allotted pursuant to the provisions of this Bye-law shall rank pari passu in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Bye-law, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Bye-law as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrant holder or class of warrant holders under this Bye-law without the sanction of a special resolution of such warrant holders or class of warrant holders.
- (4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

ACCOUNTING RECORDS

151. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.
152. The accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Board decides and shall always be open to inspection by the Directors ~~of the Company~~. No Member (other than a Director ~~of the Company~~) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.

153. (1) Subject to Section 88 of the Act and ~~Bye-Law~~paragraph (2) of this Bye-law, a printed copy of the Director's report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the general meeting and at the same time as the notice of annual general meeting and laid before the Company ~~in at the annual general meeting~~ in accordance with the requirements of the Act provided that this Bye-law shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.
- (2) To the extent permitted by and subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the ~~rules of the Designated Stock Exchange Listing Rules~~, and to obtaining all necessary consents, if any, required thereunder, the requirements of paragraph (1) of this Bye-law shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, ~~a summary summarised financial report statements~~ derived from the Company's annual accounts and the ~~Directors'~~ report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the ~~Directors'~~ report thereon may, if he so requires by ~~Notice~~ notice in writing served on the Company, demand that the Company sends to him, in addition to ~~a summary the summarised financial report statements~~, a complete printed copy of the Company's relevant financial ~~documents~~statement and the Directors' report thereon.
- (3) The requirement to send to a person referred to in paragraph (1) of this Bye-law the ~~relevant financial documents referred to in that provision~~ or a ~~summary summarised~~ financial report in accordance with ~~paragraphs (1) and (2) of this Bye-law~~ shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the ~~rules of the Designated Stock Exchange Listing Rules~~, the Company publishes copies of the relevant financial documents referred to in paragraph (1) of this Bye-law and, if applicable, a summary summarised financial report complying with paragraph (2) of this Bye-law, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

AUDIT

154. (1) Subject to Section 88 of the Act, at the annual general meeting or at a subsequent special general meeting in each year, the Members shall appoint an auditor to audit the accounts of the Company and such auditor shall hold office until the Members appoint another auditor. Such auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.
- (2) Subject to Section 89 of the Act, a person, other than an incumbent Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice in writing of an intention to nominate that person to the office of Auditor has been given not less than twenty-one (21) days before the annual general meeting and furthermore, the Company shall send a copy of any such notice to the incumbent Auditor.
- (3) The Members may, at any general meeting convened and held in accordance with these Bye-laws, by extraordinary 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.
155. Subject to Section 88 of the Act the accounts of the Company shall be audited at least once in every year.
156. The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Members may determine.
157. ~~If the office of auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Directors shall as soon as practicable convene a special general meeting to fill the vacancy.~~The Directors 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 Directors under this Bye-law may be fixed by the Board. Subject to Bye-law 154(3), an Auditor appointed under this Bye-law shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by the Members under Bye-law 154(1) at such remuneration to be determined by the Members under Bye-law 156.
158. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.

159. The statement of income and expenditure and the balance sheet provided for by these Bye-Laws shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. ~~The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting and shall, after approval at such meeting, be conclusive except as regards any error discovered within three months of the approval thereof. Whenever any such error is discovered within that period, it shall forthwith be corrected, and the statement of accounts amended in respect of the error shall be conclusive. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than Bermuda. If the auditing standards of a country or jurisdiction other than Bermuda are used, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.~~

NOTICES

160. Any Notice ~~and/or any other document~~ (including any “corporate communication” within the meaning ascribed thereto under the ~~rules of the Designated Stock Exchange Listing Rules~~), ~~whether or not, to be given or issued under these Bye-laws from the Company to a Member and/or any person entitled thereto may~~ shall be given in writing or by cable, telex or facsimile transmission message or to the extent permitted by applicable Statutes, rules and regulations, by electronic email or other electronic means and any such Notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or computer network supplied by him to the Company for the giving of Notice to him and/or sending a document to him or which the person transmitting the Notice and/or document reasonably and bona fide believes at the relevant time will result in the Notice and/or document being duly received by the Member and/or the person entitled thereto or, in the case of any Notice, may be served by advertisement in appropriate newspapers, in each case, in accordance with and subject to the requirements of applicable Statutes and the requirements of the Designated Stock Exchange from time to time or, to the extent permitted by the applicable laws, by placing it on the Company’s website or the website of the Designated Stock Exchange, and giving to the Member a notice stating that the notice or other document is available there (a “notice of availability”). ~~The notice of availability may be given to the Member by any of the means set out above. In the case of joint holders of a share, all Notices (and, where appropriate, any other document) shall be given to that one of the joint holders whose name stands first in the Register and Notice (and, where appropriate, any document) so given shall be deemed a sufficient service on or delivery to all the joint holders~~ other form of electronic transmission or electronic communication.

161. (1) Any ~~notice or other document~~ may be given or issued by the following means:

- (a) by serving it personally on the relevant person;
- (b) ~~if served or delivered by post, shall be sent airmail where appropriate and shall be deemed to have been served or delivered at the time when the envelope containing the same properly prepaid, addressed and is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof~~ by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose; and
- (c) by delivering or leaving it at such address as aforesaid;
- (d) by placing an advertisement in appointed newspapers or other publication and where applicable, in newspapers published daily and circulating generally in the territory of and in accordance with the requirements of the Designated Stock Exchange;
- (~~a~~)(e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Bye-law 161(5), subject to the Company complying with the Statutes and any other applicable laws, rules and regulations (including the Listing Rules) from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
- (~~b~~)(f) (i) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice or document placed on the Company's website or the website of the Designated Stock Exchange is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member by publishing it on the Company's website or the website to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations (including the Listing Rules) from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person that the notice, document or publication is available on the Company's computer network website (a "notice of availability");

- ~~(ii) if served or delivered in any other manner contemplated by these Bye-laws, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch, transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations (including the Listing Rules);~~
- (eh) ~~may,~~ notwithstanding any provision in these Bye-laws to the contrary but subject always to the requirements of applicable Statutes and/or the requirements of any Designated Stock Exchange, be given to a Member in either the English language or the Chinese language, or both; and for the purposes of this Bye-law, such Notice and document shall include (but not limited to):
- (i) the Directors' report, the Company's annual accounts together with a copy of the Auditors' report or its summary financial report;
 - (ii) the interim report of the Company;
 - (iii) a notice of meeting;
 - (iv) a circular; and
 - (v) a listing document.
- (2) The notice of availability may be given by any of the means set out above other than by posting it on a website.
- (3) In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.
- (4) Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.
- (5) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Bye-laws may register with the Company an electronic address to which notices can be served upon him.

162. Any Notice or other document; ~~published on the Company's computer network, transmitted, delivered or sent by post to or left at the registered address of any Member, in pursuance of these Bye-laws shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly published, transmitted, served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the publication, transmission, service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such publication, transmission, service or delivery shall for all purposes be deemed a sufficient publication, transmission, service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.~~

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice placed on the Company's website or the website of the Designated Stock Exchange is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;
- (c) if published on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the notice of availability is deemed to have been served or delivered to such person under these Bye-laws, whichever is later;
- (d) if served or delivered in any other manner contemplated by these Bye-laws, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch, transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof; and
- (e) if published as an advertisement in a newspaper or other publication permitted under these Bye-laws, shall be deemed to have been served on the day on which the advertisement first so appears.

- 162A. (1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Bye-laws shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
- (2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the Notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.
- (3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every Notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

SIGNATURES

163. For the purposes of these Bye-laws, a ~~eable or telex or facsimile~~ or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares ~~or a Director or alternate Director~~, from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received. The signature to any notice or document to be given by the Company may be written, printed or made electronically.

WINDING UP

164. (1) Subject to Bye-law 164(2), 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.
- (2) A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.

165. If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Act, divide among the Members in specie or kind-~~the whole or any part~~ of the assets of the Company and whether or not the assets shall consist of property~~ies~~ of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property~~ies~~ and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

166. (1) The Directors, Secretary and other officers and every Auditor of the Company ~~for the at any time, being of whether at present or in the Company past,~~ and the liquidator or trustees (if any) ~~for the time being acting or who have acted~~ in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any wilful negligence, wilful default, fraud or dishonesty which may attach to any of said persons.
- (2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any wilful negligence, wilful default, fraud or dishonesty which may attach to such Director.

ALTERATION OF BYE-LAWS AND AMENDMENT TO
MEMORANDUM OF ASSOCIATION AND NAME OF COMPANY

167. No Bye-Law shall be rescinded, altered or amended and no new Bye-Law shall be made until the same has been approved by a resolution of the Directors and confirmed by a special resolution of the Members. A special resolution shall be required to alter the provisions of the memorandum of association or to change the name of the Company.

INFORMATION

168. No Member shall be entitled to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the Members to communicate to the public.