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GOLDEN PONDER HOLDINGS LIMITED

金 倫 控 股 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1783)

- (1) PROPOSED GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES,
(2) PROPOSED RE-ELECTION OF DIRECTORS,
(3) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL,
(4) PROPOSED CHANGE OF COMPANY NAME,
(5) PROPOSED AMENDMENTS TO THE EXISTING
MEMORANDUM AND ARTICLES AND ADOPTION OF
THE AMENDED MEMORANDUM AND ARTICLES,
(6) PROPOSED ADOPTION OF THE 2023 SHARE AWARD SCHEME AND
TERMINATION OF THE 2018 SHARE OPTION SCHEME,
(7) PROPOSED GRANT AND ISSUE OF
AWARDED SHARES TO THE GRANTEES, AND
(8) NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the AGM (as defined herein) to be held at 21/F., Grand Millennium Plaza, 181 Queen’s Road Central, Sheung Wan, Hong Kong on Thursday, 28 September 2023 at 2:30 p.m. is set out in this circular. A form of proxy for use at the AGM (or any adjournment thereof) is also enclosed with this circular.

Whether or not you intend to attend the AGM, you are requested to complete the enclosed form of proxy and return it in accordance with the instructions printed thereon as soon as possible to the Company’s branch share registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong and in any event no less than 48 hours before the time appointed for holding the AGM (i.e., no later than 2:30 p.m. on Tuesday, 26 September 2023) or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM or any adjournment thereof (as the case may be) should you so wish.

6 September 2023

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DEFINITIONS

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

“AGM”	the annual general meeting of the Company to be held at 21/F., Grand Millennium Plaza, 181 Queen’s Road Central, Sheung Wan, Hong Kong on Thursday, 28 September 2023 at 2:30 p.m. (Hong Kong time)
“AGM Notice”	the notice convening the AGM as set out on pages AGM-1 to AGM-8 of this circular
“Amended Memorandum and Articles”	the second amended and restated memorandum and articles of association of the Company incorporating the amendments as set out in Appendix III to this circular proposed to be approved and adopted by the Shareholders at the AGM
“Articles of Association”	the articles of association of the Company currently in force
“Board”	the board of Directors
“Change of Company Name”	has the meaning ascribed to it on page 6 of this circular
“close associate(s)”	has the meaning ascribed to it under the Listing Rules
“Company”	Golden Ponder Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on Main Board of the Stock Exchange (Stock Code: 1783)
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“core connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Existing Memorandum and Articles”	the amended and restated memorandum and articles of association of the Company currently in force
“Group”	the Company and its subsidiaries
“Increase in Authorised Share Capital”	has the meaning ascribed to it on page 6 of this circular
“Latest Practicable Date”	5 September 2023, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Memorandum” or “Memorandum of Association”	the memorandum of association of the Company currently in force
“Nomination Committee”	the nomination committee of the Company
“Proposed Amendments”	the proposed amendments to the Existing Memorandum and Articles as set out in Appendix III to this circular
“Proposed Extension Mandate”	to extend the Proposed Issue Mandate to the Directors to issue and allot additional Shares by adding the number of Shares repurchased by the Company under the Proposed Repurchase Mandate
“Proposed Issue Mandate”	a general mandate to be granted to the Directors to allot, issue and deal with Shares not exceeding 20% of the total number of Shares in issue as at the date of passing of the proposed ordinary resolution at the AGM
“Proposed Repurchase Mandate”	a general mandate to be granted to the Directors to repurchase Shares not exceeding 10% of the total number of Shares in issue as at the date of passing of the proposed ordinary resolution at the AGM
“Registrar”	the Registrar of Companies in the Cayman Islands
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Share(s)”	ordinary share(s) of nominal or par value of HK\$0.01 each in the share capital of the Company
“Shareholders”	the holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers (as amended from time to time)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

LETTER FROM THE BOARD

GOLDEN PONDER HOLDINGS LIMITED

金 倫 控 股 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1783)

Executive Directors:

Mr. Kwok Chun Sing (*Chairman*)
Mr. Zhan Zhi Hao (*Chief Executive Officer*)
Mr. Tang Chi Kin

Independent non-executive Directors:

Mr. Hau Wing Shing Vincent
Mr. Wan Simon
Mr. Zhang Jue
Mr. Lam John Cheung-wah

Registered Office:

71 Fort Street
P.O. Box 500
George Town
Grand Cayman KY1-1106
Cayman Islands

*Headquarters, Head Office and
Principal Place of Business in
Hong Kong:*

Room 2901 & 09-10, 29/F.
China Resources Building
26 Harbour Road, Wanchai
Hong Kong

6 September 2023

To the Shareholders

Dear Sir or Madam,

- (1) PROPOSED GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES,
(2) PROPOSED RE-ELECTION OF DIRECTORS,
(3) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL,
(4) PROPOSED CHANGE OF COMPANY NAME,
(5) PROPOSED AMENDMENTS TO THE EXISTING
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AWARDED SHARES TO THE GRANTEES, AND
(8) NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide you with information regarding the following matters to be put forward at the AGM for Shareholders' consideration and, if thought fit, approval of, among other things:

- (i) the grant of the Proposed Issue Mandate to the Directors;

LETTER FROM THE BOARD

- (ii) the grant of the Proposed Repurchase Mandate to the Directors;
- (iii) the grant of the Proposed Extension Mandate to the Directors;
- (iv) the Increase in Authorised Share Capital;
- (v) the Change of Company Name;
- (vi) the Proposed Amendments and the proposed adoption of the Amended Memorandum and Article;
- (vii) the Proposed Adoption of the 2023 Share Award Scheme and termination of the 2018 Share Option Scheme;
- (viii) the proposed grant and issue of Awarded Shares to the Grantees; and
- (ix) the re-election of Directors.

PROPOSED GENERAL MANDATES

Pursuant to the resolutions of the then Shareholders passed on 19 August 2022, the Directors were granted by the then Shareholder (i) a general and unconditional mandate to allot, issue and deal in Shares not exceeding 20% of the total number of Shares in issue as at the date thereof; (ii) a general and unconditional mandate to repurchase Shares up to 10% of the total number of Shares in issue as at the date thereof; and (iii) to extend the general and unconditional mandate mentioned in (i) above by the addition of an amount representing the total number of Shares repurchased by the Company pursuant to the mandate to repurchase Shares referred to (ii) above. The existing general mandates will expire at the conclusion of the AGM.

It is therefore proposed to seek the Shareholders approval by way of ordinary resolutions to be proposed at the AGM to approve the Proposed Issue Mandate, the Proposed Repurchase Mandate and the Proposed Extension Mandate. The Directors wish to state that they have no immediate plan to issue any Shares or repurchase any Shares pursuant thereto. Please refer to resolutions number 4 to 5 set out in the AGM Notice on pages AGM-2 to AGM-4 of this circular for details of the Proposed Issue Mandate and Proposed Repurchase Mandate.

The Proposed Issue Mandate, the Proposed Repurchase Mandate and the Proposed Extension Mandate, if approved by the Shareholders at the AGM, will continue to be in force until the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or any applicable laws to be held; and
- (iii) the date upon which such authority is revoked or varied by an ordinary resolution of the Shareholders in a general meeting of the Company.

LETTER FROM THE BOARD

As at the Latest Practicable Date, the number of issued Shares of the Company was 1,255,027,500 Shares, and assuming no further Shares are to be issued or repurchased after the Latest Practicable Date and up to the date of the AGM, the Proposed Issue Mandate will grant to the Directors an authority to issue up to 251,005,500 Shares.

An explanatory statement containing all relevant information relating to the Proposed Repurchase Mandate is set out in the Appendix I to this circular. The explanatory statement is to provide you with information reasonably necessary, as required by the Listing Rules, to enable the Shareholders to make an informed decision on whether to vote for or against the resolution to be proposed at the AGM in relation to the Proposed Repurchase Mandate.

PROPOSED RE-ELECTION OF DIRECTORS

As at the Latest Practicable Date, the Board comprises seven Directors, namely Mr. Kwok Chun Sing, Mr. Zhan Zhi Hao, Mr. Tang Chi Kin, Mr. Hau Wing Shing Vincent, Mr. Wan Simon, Mr. Zhang Jue and Mr. Lam John Cheung-wah.

Article 108 of the Articles of Association provides that at each annual general meeting one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third, shall retire from office by rotation provided that every Director shall be subject to retirement by rotation at least once every three years. Any Director who has not been subject to retirement by rotation in the three years preceding the annual general meeting shall retire by rotation at such annual general meeting. Any further Directors so to retire shall be those 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. The retiring Directors shall be eligible for re-election. Accordingly, Mr. Hau Wing Shing Vincent and Mr. Wan Simon shall retire at the AGM and being eligible, would offer themselves for re-election at the AGM.

Article 112 of the Articles of Associations provides that any Director appointed by the Board to fill a casual vacancy shall hold office only until the first general meeting of the Company after his appointment and be subject to re-election at such meeting. Any Director appointed by the Board as an addition to the existing Board shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election. Any Director appointed under this article shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at an annual general meeting. Accordingly, Mr. Kwok Chun Sing, Mr. Zhan Zhi Hao, and Mr. Lam John Cheung-wah shall retire at the AGM and being eligible, would offer themselves for re-election at the AGM.

The Nomination Committee, having reviewed the Board's composition, nominated Mr. Kwok Chun Sing, Mr. Zhan Zhi Hao, Mr. Hau Wing Shing Vincent, Mr. Wan Simon and Mr. Lam John Cheung-wah to the Board for it to recommend to Shareholders for re-election at the AGM. Biographical details of the Directors who are standing for re-election at the AGM, which are required to be disclosed pursuant to the Listing Rules, are set out in Appendix II to this circular.

LETTER FROM THE BOARD

In reviewing the structure, size and composition of the Board and in proposing individuals for re-election as Directors at the AGM, the Nomination Committee and the Board had also taken into account their respective contributions to the Board and their commitment to their roles, meritocracy and various aspects set out in the board diversity policy of the Company, including but not limited to gender, age, cultural, educational background, experience (professional or otherwise), skills and knowledge.

INCREASE IN AUTHORISED SHARE CAPITAL

Reference is made to the Company's announcement dated 5 September 2023 in respect of the proposed increase in authorised share capital of the Company.

As at the Latest Practicable Date, the authorised share capital of the Company is HK\$15,000,000 divided into 1,500,000,000 Shares of a nominal or par value of HK\$0.01 each, among which, 1,255,027,500 are issued Shares.

In order to enable the Company to have greater flexibility in raising funds and promote future business growth, the Board proposes the creation of additional 1,500,000,000 additional Shares, each ranking *pari passu* in all respects with the Shares in issue, thus increasing the authorised share capital of the Company from HK\$15,000,000 (divided into 1,500,000,000 Shares of a nominal or par value of HK\$0.01 each) to HK\$30,000,000 (divided into 3,000,000,000 Shares of a nominal or par value of HK\$0.01 each) (the “**Increase in Authorised Share Capital**”).

The Increase in Authorised Share Capital is conditional upon the passing of an ordinary resolution by the Shareholders at the AGM. The Board is of the view that the Increase in Authorised Share Capital will provide flexibility to the Company for future investment opportunities and facilitate the Company in determining its future business plan and development, and is therefore in the interests of the Company and the Shareholders as a whole.

CHANGE OF COMPANY NAME

As disclosed in the Company's announcement dated 5 September 2023, the Board proposed to change the English name of the Company from “Golden Ponder Holdings Limited” to “Envision Greenwise Holdings Limited” and the dual foreign name in Chinese of the Company from “金倫控股有限公司” to “晉景新能控股有限公司”, subject to the conditions set out below being fulfilled (the “**Change of Company Name**”).

In addition, subject to the confirmation by the Stock Exchange, the English and Chinese stock short names of the Company for trading will also be changed accordingly upon the Change of Company Name becoming effective.

Conditions for the Proposed Change of Company Name

The Change of Company Name is subject to satisfaction of the following conditions:

- (i) the passing of a special resolution by the Shareholders at the AGM to approve the Change of Company Name; and

LETTER FROM THE BOARD

- (ii) the Registrar approving the Change of Company Name by issuing a certificate of incorporation on change of name of the Company.

Subject to the satisfaction of the conditions set out above, the Change of Company Name will take effect from the date on which the Registrar enters the new English name and the new dual foreign name in Chinese of the Company in the register of companies maintained by the Registrar in the Cayman Islands in place of the existing names, and issues a certificate of incorporation on change of name of the Company. The Company will then carry out all necessary filing procedures with the Companies Registry in Hong Kong.

Reasons for the Change of Company Name

Following the change in controlling shareholder of the Company in December 2022, the core management team of the Company has continued to strengthen its existing business in traditional superstructure building and repair, maintenance, alteration and addition works service as a main contractor in Hong Kong, whilst actively seeking to develop and expand its business scope in reverse supply chain management and environmental-related business, by blending in more green and smart elements into its core construction business, such as environmental, quality and safety management systems, smart energy, green construction, and application of environmental protection and smart technologies. Looking ahead, the Company will continue to positively cope with any challenges and capture suitable opportunities. The proposed Change of Company Name will better reflect the Company's future strategic direction.

The Board considers that the Change of Company Name will better reflect the current status of the Group's business and its direction of future development. The Board believes that the new name can provide the Company with a more appropriate corporate image and identity which will benefit the Company's business development in the best interest of the Company and Shareholders as a whole.

Effects of the Change of Company Name

The Change of Company Name will not affect any rights of the Shareholders or the Company's daily business operation and its financial position.

All existing certificates of securities in issue bearing the present name of the Company shall, upon the Change of Company Name becoming effective, continue to be evidence of legal title to such securities and the existing share certificates will continue to be valid for trading, settlement, registration, and delivery purposes.

There will not be any arrangement for exchange of the existing share certificates for new share certificates bearing the new name of the Company. Subject to the confirmation of the Stock Exchange, the English and Chinese stock short names of the Company for trading in the securities of the Company on the Stock Exchange will also be changed after the new company name becomes effective. Once the Change of Company Name becomes effective, new share certificates will be issued only in the new name of the Company.

LETTER FROM THE BOARD

As at the Latest Practicable Date, save as disclosed in this circular, the Company does not have any plan and/or intention to conduct other corporate action(s) or fundraising activities in the coming 12 months.

Further announcement(s) will be made as and when appropriate in relation to, among other things, the results of the AGM, the effective date of the Change of Name and the change of English and Chinese stock short names of the Company for trading in the securities of the Company on the Stock Exchange.

PROPOSED AMENDMENTS TO THE EXISTING MEMORANDUM AND ARTICLES AND ADOPTION OF THE AMENDED MEMORANDUM AND ARTICLES

Reference is made to the announcement of the Company dated 5 September 2023 in relation to the Proposed Amendments and the proposed adoption of the Amended Memorandum and Articles.

The Board proposes to amend the Existing Memorandum and Articles for the purposes of (i) bringing the Existing Memorandum and Articles in line with the relevant requirements of the applicable laws of the Cayman Islands and the Listing Rules, particularly to conform to the Core Standards as set out in Appendix 3 of the Listing Rules; (ii) providing flexibility to the Company in relation to the holding of hybrid meetings of Shareholders; (iii) reflecting the new authorised share capital and company name of the Company pursuant to the Increase of Authorised Share Capital and the Change of Company Name, respectively; and (iv) making other consequential and housekeeping amendments.

The legal advisers to the Company as to Hong Kong laws have confirmed that the Proposed Amendments comply with the requirements of the Listing Rules and the legal advisers to the Company as to the Cayman Islands laws have confirmed that the Amended Memorandum and Articles are not inconsistent with the laws of the Cayman Islands. The Company also confirms that there is nothing unusual about the Proposed Amendments.

The Proposed Amendments prepared in Chinese translation is for reference only. In case there are any inconsistencies between the English version and the Chinese version of the Proposed Amendments, the English version shall prevail.

The Proposed Amendments and the proposed adoption of the Amended Memorandum and Articles are subject to the approval of the Shareholders by way of a special resolution at the AGM. The full text of the Proposed Amendments is set out in Appendix III to this circular.

PROPOSED ADOPTION OF THE 2023 SHARE AWARD SCHEME AND TERMINATION OF THE 2018 SHARE OPTION SCHEME

The Current Share Option Scheme

The 2018 Share Option Scheme (the “**2018 Share Option Scheme**”) was adopted by the Company on 25 July 2018 and is valid for a period of 10 years commencing from the date of adoption, subject to early termination.

LETTER FROM THE BOARD

Save for the 2018 Share Option Scheme, the Company had no other subsisting share scheme which has not expired as at the Latest Practicable Date.

The amendments of Chapter 17 of the Listing Rules have taken effect from 1 January 2023. In this connection, the Company proposes to terminate the 2018 Share Option Scheme and adopt the 2023 Share Award Scheme (the “**2023 Share Award Scheme**”). The provisions of the 2023 Share Award Scheme will comply with the requirements of amended Chapter 17 of the Listing Rules which has taken effect from 1 January 2023.

Share Options under the 2018 Share Option Scheme and Termination of the 2018 Share Option Scheme

Pursuant to the terms of the 2018 Share Option Scheme, the Board may at any time terminate the 2018 Share Option Scheme and in such event, no further share options may be offered or granted but, the rules of the 2018 Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of options granted prior to its termination or otherwise as may be required in accordance with the rules of the 2018 Share Option Scheme. Options granted prior to such termination shall continue to be valid and exercisable in accordance with the rules of the 2018 Share Option Scheme.

As at the Latest Practicable Date, no share option had been granted and no share option was outstanding under the 2018 Share Option Scheme.

The 2023 Share Award Scheme

In addition to the terms defined in this circular, capitalised terms hereunder shall have the meaning as defined in Appendix IV of this circular.

Reasons for and purpose of the adoption of the 2023 Share Award Scheme

The Board proposes the adoption of the 2023 Share Award Scheme, which will be valid for a period of 10 years from the Adoption Date.

The purposes of the 2023 Share Award Scheme is to recognise and acknowledge the contributions which the Eligible Participants have made or may make to the Group.

The Scheme will provide the Eligible Participants with an opportunity to acquire proprietary interests in the Company, with the view to achieving the following principal objectives:

- (1) motivating the Eligible Participants to optimise their performance and efficiency for the benefit of the Group; and
- (2) attracting and retaining or otherwise maintaining ongoing business relationships with the Eligible Participants whose contributions are, or, will be or are expected to be, beneficial to the Group.

LETTER FROM THE BOARD

Scope of Eligible Participants

The Eligible Participants of the 2023 Share Award Scheme comprise: (i) any Employee Participant; (ii) Related Entity Participant; and (iii) any Service Provider Participant.

In determining the basis of eligibility of each Eligible Participant, the Board will take into consideration matters including but without limitation, the experience of the Eligible Participant on the business of the Group, the length of service of the Eligible Participant with the Group (if the Eligible Participant is an employee or a director of any member of the Group), the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Eligible Participant has established with the Group (if the Eligible Participant is a Service Provider of any member of the Group), and the amount of support, assistance, guidance, advice, efforts and contributions that the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.

In determining the eligibility of an Employee Participant, the Board will consider (i) his/her skills, knowledge, experience, expertise and other relevant personal qualifications; (ii) his/her performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard; (iii) his/her contribution made or expected to be made to the growth of the Group and the positive impacts which he/she may bring to the Group's business and development; (iv) his/her educational and professional qualifications, and knowledge in the industry; and (v) whether granting Awards to him/her is an appropriate incentive to motivate him/her to continue to contribute towards the betterment of the Group.

Further, in determining the basis of eligibility of Related Entity Participants, the Board will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group, including but not limited to (i) the degree of involvement in and/or cooperation with the Group; (ii) the length of collaborative relationship the Related Entity Participant has established with the Group; (iii) the extent of positive impact provided by or expected from business development activities in terms of the actual or expected change in the Group's revenue or profits attributable to the Related Entity Participant, (iv) whether the Related Entity Participant has assisted the Group to tap into new markets or increase its existing market share, (v) whether the Related Entity Participant has provided measurable assistance to improve any aspect of the Group's operations, the amount of actual or potential support, assistance, guidance, advice, effort or contribution the Related Entity Participant give or is likely to be able to give or make towards the success of the Group.

In the case of Service Providers, such category of participants include any persons who provide services to the Group on a continuing and recurring basis in its ordinary and usual course of businesses which are material to the long-term growth of the Group.

LETTER FROM THE BOARD

Service Providers of the Group include building experts, industry professionals and consultants engaged or to be engaged by the Group with a view of long-term collaboration. With a view of strengthening the Group's existing business in the construction works sector, the Group is desirous of establishing long-term cooperative relationships with building experts and industry professionals with proven track record of business in the industry, as their professional services are highly-skilled, essential and fundamental to the daily business of the Group, and are demanded by other construction works companies alike across the market. Consultants of the Group provide consultation services as to inter alia, operation management and market trends, and the Group could also utilize their resources and expertise in constantly looking out for opportunities and new businesses. The service of consultants are required by the Group on a continuing or recurring basis to cope with the Group's continuing demand for strategic analysis and advice on new initiatives, project development and business expansion plans from time to time. These Service Providers may not be able to serve the Company as full-time employees as they are established professionals in their own fields. However, the continuity and frequency of their services are akin to those of the employees of the Company, and are directly ancillary and significant to the ordinary and usual course of business of the Group.

In respect of the eligibility of Service Providers, the Board will, on a case by case basis, take into account the following factors, including but not limited to (i) individual performance, time commitment, and responsibilities according to the prevailing market practice and industry standard, (ii) the length of engagement and/or business relationship with the Group, (iii) the materiality and nature of the business relationship with the Group, (iv) track record in the quality of the services provided to and/or cooperation with the Group, and (v) the scale of business dealings with the Group with regard to factors such as the actual or expected change in the revenue or profits of the Group which is or may be attributable to the Service Provider Participants. For the avoidance of doubt, Service Providers shall exclude placing agents or financial advisers providing advisory services to the Group for fundraising, merger or acquisitions and professional service providers such as auditors or valuers who provide assurance or are required to perform their services to the Group with impartiality and objectivity. The Board will also make reference to performance benchmarks applicable to Employee Participants of the Group in the consideration of granting equity incentives to Service Providers.

LETTER FROM THE BOARD

Set out below is the scope of service and the Board's assessment of the eligibility for each category of Service Providers.

Category	Scope of service	The Board's assessment of the eligibility of the Service Provider
(i) Building experts	<p>Service Providers under this category are building experts with professional qualifications recognised by regulatory authorities or professional organisations or academic institutions, such as the Building Authority of Hong Kong and the Hong Kong Institute of Architects, who support the Group's superstructure building and repair, maintenance, alteration and addition ("RMAA") works service segment by leading, supervising or monitoring project team(s) to formulate a comprehensive construction plan, obtain all necessary approvals and consensus from regulatory authorities in a timely manner and ensure the construction projects comply with the regulatory requirements and industry standards throughout various stages of construction, or assisting the Group to explore new business opportunities, develop new business products, bring in new technology/system or formulate a plan to increase the efficiency of the Group, on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such building expert, including but not limited to (i) professional qualification, background, experience, track record and expertise in the industry; (ii) the frequency of collaboration and length of business relationship between the building expert and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the building expert to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant building expert.</p>

LETTER FROM THE BOARD

Category	Scope of service	The Board's assessment of the eligibility of the Service Provider
(ii) Industry professionals	<p>Service Providers under this category are industry professionals who have at least 10 years of experience in either construction or reverse supply chain management and environmental-related service industry, especially in project management, who can support the Group's businesses by leading, supervising or monitoring project team(s) to formulate and write up cost-efficient work plans/ designs for project pitching, assisting the Group to explore new business opportunities, developing new business products or bringing in new technology/ system or formulate a plan to increase the efficiency of the Group, and collaborate/liaise with other professional parties, on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such industry professional, including but not limited to (i) background, experience and track record, and whether they meet with the business requirements of the Group; (ii) the frequency of collaboration and length of business relationship between the industry professional and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the industry professional to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant industry professional.</p>
(iii) Consultants	<p>Service Providers under this category are consultants who can support the Group's businesses by assisting the Group to explore new business opportunities/seek business cooperation or strategic alliance opportunities, or review the Group's corporate policies and procedures and provide recommendations as to year-to-year business planning, business operation and resource management, and to review past and existing investments and return of the Group, whereby the consultants shall provide annual report and quarterly review based on the market situation and financial information of the Group, and to provide similar scope of consulting services on any ad-hoc projects undertaken by the Group from time to time. Consultants shall formulate business strategies for the long-term development of the Group (including but not limited to marketing plans, product and service commercialization, and strategic planning on corporate and investor relations of the Company), on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such consultant, including but not limited to (i) background, experience and track record; (ii) the frequency of collaboration and length of business relationship between the consultant and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the consultant to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant consultant.</p>

LETTER FROM THE BOARD

In light of the scope of Eligible Participants and the eligibility criteria, the Board considers that the Awards that may be granted to the Eligible Participants would align their interest with the interest of the Group, promote the growth and development of the Group, and therefore enable the purpose of the 2023 Share Award Scheme to be achieved.

Considering the Company's hiring practices and organisational structures, and in line with industry norms in the construction sector, it is commonplace that Service Providers and Related Entity Participant, particularly sector specialists, are engaged on a project-based scenario, as building experts, industry professionals and consultants are often established and reputed professionals in the industry with their own business, and the Company would need to procure services externally. In view that the Service Providers and Related Entity Participants have contributed to the long-term growth of the Group's businesses, the Board is of the view that it would be in the Company's interest to also have the flexibility to grant Share Awards to the Related Entity Participants and Service Providers in recognition of their contribution to the Group. The Related Entity Participants and Service Providers have always maintained a close business relationship and a high degree of collaboration with the Group. Even though not employees of the Group, they are valuable human resources and their active participation in the work projects of the Group have always been significant to the development of the Group. Going forward, the Group aims to enhance its core competencies in the construction industry in Hong Kong on a continuing basis, and also to leverage on its competitive edge in the reverse supply chain management and environmental-related service business in the construction industry.

In light of the above, the Directors (including the independent non-executive Directors) also consider that the inclusion of Service Providers and Related Entity Participants are in line with the industry norms, business needs and operational requirements of the Group, and that it is beneficial to include the Related Entity Participants and Service Providers since a sustainable and stable relationship with them is essential to the business development of the Group, and that the grant of Share Awards to these non-Employee Participants will align their interests with the Group's, providing incentives to them to provide better services to the Group and/or contribute to the success of the Group in the long run. Thus, the Directors consider that the inclusion of the Service Providers and Related Entity Participants aligns with the purpose of the 2023 Share Award Scheme and the long-term interests of the Company and its Shareholders.

Pursuant to the Note to Rule 17.03(2) of the Listing Rules, the Company has sought legal advice on the prospectus requirements of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) in relation to the 2023 Share Award Scheme proposed to be adopted and understands that whilst the 2023 Share Award Scheme is not restricted to executives and employees of the Group, the adoption of the 2023 Share Award Scheme and the grant of the Awards thereunder would not constitute an offer to public, and the prospectus requirements under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) are not applicable.

LETTER FROM THE BOARD

Scheme Mandate Limit and Service Provider Sublimit

The total number of Shares which may be awarded in respect of all awards and options under the 2023 Share Award Scheme and any other schemes of the Company shall be no more than 10% of the total number of Shares in issue as at the Adoption Date (the “**Scheme Mandate Limit**”). Within the Scheme Mandate Limit, the total number of new Shares which may be issued in respect of all awards and options to be granted to Service Providers under the 2023 Share Award Scheme and any other schemes of the Company must not in aggregate exceed 4% of the total number of Shares in issue as at the Adoption Date (the “**Service Provider Sublimit**”).

As at the Latest Practicable Date, there were 1,255,027,500 Shares in issue. Assuming that no further Shares will be allotted, issued, repurchased or cancelled prior to the AGM and after the resolutions regarding the proposed adoption of the 2023 Share Award Scheme are passed at the AGM, the respective Scheme Mandate Limit and the Service Provider Sublimit will be as follows:

<i>2023 Share Award Scheme</i>	<i>Shares</i>
Scheme Mandate Limit	125,502,750
Service Provider Sublimit	50,201,100

The basis for determining the Service Provider Sublimit includes (i) the extent of use of Service Providers’ services in the Group’s businesses, the current payment and/or settlement arrangement with the Service Providers; (ii) striking a balance between the benefits arising from the grants to Service Providers and that to the Employees; (iii) the expected contribution to the development and growth of the Group attributable to the Service Providers; and (iv) the potential dilution effect arising from the grants to the Service Providers.

Further, the Board has considered the followings:

- (i) Use of Service Providers’ services in the Group’s businesses

The Group’s financial performance has been deteriorating and reported a net loss of HK\$38.1 million for the year ended 31 March 2023. Its cash level had been reducing from approximately HK\$109.0 million as at 31 March 2020 to approximately HK\$70.7 million as at 31 March 2023. As an interim measure, the Group has reduced its involvement in superstructure building project (each of which requires surety bonds of at least HK\$40 million) but undertake more RMAA works which require less upfront commitment from several million to HK\$20 million depending on the size of the projects.

With Service Providers’ assistance and through establishing long-term cooperation relationships with them, the Group aims to explore new business opportunities and business co-operation by forming business alliances and bringing in new skills and technology to its businesses, while strengthening the Group’s existing businesses in the construction works sector through efficient cost plans for the long-term development of the Group.

LETTER FROM THE BOARD

- (ii) A balance of the benefits arising from the grants to Service Providers and that to the Employees

The 4% equity pool, which is a non-cash performance-based payment, can better serve and balance the Company's needs to seek high-calibre industry talents who are willing to become stakeholders while the remaining 6%, being majority of the pool, is used to retain and incentivise the employees of the Group. Both of them are expected to share a common and long-term goal with the Company. The grants of share award are/will be subject to vesting conditions that are clear and coherent in order to achieve the Group's long-term objectives.

- (iii) Expected contribution to the development and growth of the Group attributable to the Service Providers

The margin of construction business is thin and the key to its success is not only to solicit new projects but also to attain an effective cost control over the projects. The building expert and industry professional are expected to complement each other to assist the Group's long-term business development, especially through project planning and management, and effective cost control, while the consultants are expected to, amongst others, explore business alliances to expand its business portfolio, and to review and advice on existing investments and long-term strategic planning. The Service Provider Sublimit of 4% enables the Group to attract and retain professionals with track record for its businesses with an aim to turn the Group profitable.

- (iv) Potential dilution effects arising from the grants to the Service Providers

The Service Provider Sublimit of 4% is equivalent to 50,201,100 Shares, representing approximately 3.85% of the total number of Shares in issue as enlarged by the allotment and issue of the Awarded Shares upon vesting. Accordingly, the maximum number of the Awarded Shares to be allotted and issued to Service Providers under the Service Provider Sublimit will not result in material dilution on the shareholdings of the existing Shareholders (i.e. existing Shareholders' total shareholdings in the Company will only decrease by 3.85% from 100% to 96.15%) and the dilution effect is considered to be acceptable.

Having considered the above and taking into account that there are no other share schemes other than the 2023 Share Award Scheme after the termination of the 2018 Share Option Scheme, and the Group's hiring practices, industry norms, business needs and organizational structure, the Service Provider Sublimit provides the Group with more flexibility to provide equity incentives (instead of expending cash resources in the form of monetary consideration) to reward and collaborate with persons who are not employees or officers of the Group but may have exceptional expertise in their field or who may be able to provide valuable expertise and services to the Group, the Board is of the view that, despite the Company did not grant any share options or award shares to its Service Providers in the past, the Service Provider Sublimit of 4% is appropriate and reasonable.

LETTER FROM THE BOARD

Vesting Period

Subject to the satisfaction of all Vesting Conditions applicable to the vesting of Awarded Shares to each Grantee, the Awarded Shares held by the Trustee on behalf of such Grantee pursuant to the provision hereof shall vest in such Grantee in accordance with the applicable vesting schedule as set out in the Award Letter, and the Trustee shall cause the Awarded Shares to be transferred to such Grantee in accordance with the Scheme Rules.

In any event, the Awards granted under the 2023 Share Awards Scheme shall be held for not less than twelve (12) months before being vested on the Eligible Participant. The Board believes that this aligns with the Listing Rules and purpose of the 2023 Share Award Scheme.

No purchase price is required to be paid by the Eligible Participant upon the acceptance or vesting of the Share Awards under the 2023 Share Award Scheme. As such, the period within which payments or calls must or may be made or loans for such purposes must be repaid is not applicable.

Performance targets

Any grant of Awards under the Scheme may be subject to a performance target (if any) so as to achieve the purpose of the Scheme. The performance target, if any, shall be imposed on a case-by-case basis with reference to the performance of the Eligible Participant and/or the operating or financial performance of the Group and/or such other performance target to be determined by the Board or the Committee in its absolute discretion from time to time, which shall be set out in the Award Letter in relation to the grant of the Award to each relevant Eligible Participant. Factors to be taken into account include but are not limited to (i) annual, half-yearly or quarterly results and performance of the Group, with reference to revenue, profits (before or after tax), earnings per share, market value or economic value added, cash flow, return on assets, return on equity, return on investment, share price etc.; (ii) for Employee Participants, the key performance indicators of the individual or the respective department(s) and/or business unit(s) that the Eligible Participant belongs to, and for Related Entity Participants and Service Provider Participants, their contribution to the financial and operating results of the Company; and (iii) individual position, annual appraisal result and other factors relevant to the Eligible Participant. Unless otherwise determined by the Board or the Committee, there is no performance target stipulated under the Scheme Rules that is required to be achieved by the Grantee before an Award can be granted.

The Board believes that this arrangement will provide the Board with more flexibility in setting out the terms and conditions of the Awards under particular circumstances of each grant and facilitate the Board to offer suitable incentives to attract, retain or maintain business relationship with Eligible Participants that are beneficial to the Group.

Clawback mechanism

Subject to compliance with the Listing Rules and the provisions hereof, the Board or the Committee shall have the right and power to determine clawback provisions, namely to forfeit all the outstanding Awards granted (where applicable) to the relevant Grantee but not yet vested and exercised without the approval of the relevant Grantee in the occurrence of events as set out under the section headed "CLAWBACK" in Appendix IV of this circular.

LETTER FROM THE BOARD

The Board considers that such mechanism aligns with the purpose of the 2023 Share Award Scheme as it would not be beneficial to the Group for the Grantee to continue to benefit from the unvested Awards under the circumstances that would trigger the clawback mechanism.

Rights attaching to the Awards and the Awarded Shares

An Awarded Share shall not carry any voting right unless and until the Trustee has transferred and vested the legal and beneficial ownership of such Awarded Shares to and in the Grantee in accordance with the rules of the 2023 Share Award Scheme.

Voting rights of the trustee of the 2023 Share Award Scheme

A trustee will be appointed to administer the 2023 Share Award Scheme. The trustee holding unvested Shares of the 2023 Share Award Scheme, whether directly or indirectly, shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

Conditions precedent of the 2023 Share Award Scheme

The adoption of the 2023 Share Award Scheme is conditional upon:

- (i) the passing of resolutions by the Shareholders and resolutions by the Board to approve and adopt the Scheme and the Scheme Rules and to authorise the Board to grant Awards under the Scheme and to allot and issue Shares;
- (ii) the appointment of the Trustee and the settling of the Scheme Rules with the Trustee; and
- (iii) the approval for the listing of, and permission to deal in, the Shares in issue and to be issued, and any Shares to be transferred upon vesting of the Awards granted under the Scheme, being granted by the Stock Exchange.

LETTER FROM THE BOARD

Administration of the 2023 Share Award Scheme

The 2023 Share Award Scheme shall be subject to the administration of the Board and the Trustee, and the decision of the Board and the Trustee regarding the administration and operation of the 2023 Share Award Scheme shall be final and binding on all parties.

General

None of the Directors is a trustee of the 2023 Share Award Scheme nor has a direct or indirect interest in the trustees of the 2023 Share Award Scheme.

As at the Latest Practicable Date, the Company had not granted any Share Awards under the 2023 Share Award Scheme. A summary of the principal terms of the 2023 Share Award Scheme is set out in Appendix IV to this circular.

A copy of the 2023 Share Award Scheme will be made available for inspection at the AGM and will be published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at <https://goldenponder.com.hk/> for not less than 14 days before the date of the AGM.

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 which may fall to be issued in respect of all Share Awards to be granted under the 2023 Share Award Scheme.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the Latest Practicable Date, no Shareholder had a material interest in the adoption of the 2023 Share Award Scheme. As such, no Shareholder is required to abstain from voting on the resolution(s) in relation thereto.

GRANTS OF AWARDED SHARES

The Company proposed to grant a total of 86,940,000 Awarded Shares (the “**Grants**”) to 5 senior management of the Group and 2 Service Providers (the “**Grantees**”) pursuant to the 2023 Share Award Scheme to be adopted by the Company, subject to the Shareholders’ approval. Pursuant to the terms of the 2023 Share Award Scheme, the Awarded Shares may be satisfied through issue of new Shares or on-market purchase of the Shares. It is proposed that a total of 86,940,000 new Shares shall be issued for the purpose of satisfying the aforementioned Awarded Shares. The Awarded Shares represent 6.93% of the existing issued share capital of the Company as at the Latest Practicable Date and 6.48% of the issued share capital as enlarged by the Awarded Shares assuming that all the Awarded Shares are fully allotted and issued by the Company to the Grantees.

LETTER FROM THE BOARD

Details of the Grant

Details of the Grantees, the number of Awarded Shares and vesting period/date are set out below:

Date of the Grants:	As soon as possible upon the Shareholders' approval on the adoption of the 2023 Share Award Scheme and the Grants at the AGM
Maximum number of the Awarded Shares to be issued under the Grants:	86,940,000 Awarded Shares
Closing price of the Awarded Shares on the date of the Grants:	The Company will announce the market price of the Shares on the date of the Grant as soon as possible upon approval of the Grants at the AGM
Consideration for the Grants:	Nil
Performance target:	Please refer to the paragraphs headed "Performance Targets" in this section for details.
Vesting period:	Starting from 12 months from the date of the Grants
Lock up period:	The Awarded Shares shall be subject to a lock up period of 6 months after vesting
Clawback mechanism:	The Awarded Shares granted to the Grantees are subject to the general clawback mechanism as set out in Appendix IV to this circular

Pursuant to the rules of the 2023 Share Award Scheme, the new Shares to be allotted and issued to satisfy the Grant shall be held on trust by the Trustee for the Grantee until such Awarded Shares are vested with the Grantee in accordance with the rules of the 2023 Share Award Scheme and the Trust Deed. As such, no funds will be raised by the Company as a result of the allotment and issue of the Awarded Shares. Pursuant to the rules of the 2023 Share Award Scheme, the Trustee shall not exercise any voting rights attached to the Awarded Shares held by it. The Trustee is a third party independent of the Company and not connected with any of its connected persons (as defined under the Listing Rules).

LETTER FROM THE BOARD

Details of the Grantees

Name of the Grantees	Role	Number of Awarded Shares	Approximate % of total issued Shares as at the Latest Practicable Date
<i>Directors</i>			
Mr. Kwok Chun Sing (“ Mr. Kwok ”)	Chairman of the Company and executive Director	12,420,000	0.99%
Mr. Zhan Zhi Hao (“ Mr. Zhan ”)	Chief executive officer of the Company and executive Director	12,420,000	0.99%
Mr. Tang Chi Kin (“ Mr. Tang ”)	Executive Director	12,420,000	0.99%
<i>Employees</i>			
Ms. Kwok Ho Yee (“ Ms. Kwok ”)	Chief operating officer of the Company	12,420,000	0.99%
Mr. Guo Jinbao (“ Mr. Guo ”)	Head of international business	12,420,000	0.99%
<i>Service Providers</i>			
Ms. Fong Yuet Ying (“ Ms. Fong ”)	Industry professional	12,420,000	0.99%
Mr. Cheng Tsz Kwan (“ Mr. Cheng ”)	Building expert	12,420,000	0.99%

Mr. Kwok is the chairman of the Board and an executive Director, responsible for leading the Board to oversee the overall corporate strategy planning and implementation of the Company.

With over 25 years of experience in the environmental technology and new energy industries and strong business network in both mainland China and Hong Kong, he has assisted the Group in business expansion. In October 2022, Hong Kong government rolled out a HK\$3.5 billion “EV-charging at Home Subsidy Scheme” (the “**Subsidy Scheme**”). Mr. Kwok has introduced green building and new energy infrastructure business to the Group and helped the Group secured several EV-charging construction contracts, which not only further enhanced the Group’s RMAA’s business but created a new source of income to the Group under the Subsidy Scheme. For further details in relation to Mr. Kwok, please refer to the section headed “Biographies of the directors and senior management” in the Company’s annual report for the year ended 31 March 2023.

The Board considers that Mr. Kwok’s vast experiences and business network is valuable to the Group and will continue to lead the company to enhance and diversify its business and create value for all the shareholders. Mr. Kwok is expected to lead the Group to grow further, in particular, its revenue to an extent satisfactory to the Board during the vesting period.

LETTER FROM THE BOARD

Mr. Zhan is chief executive officer and an executive Director, responsible for assisting the chairman and the Board to steer the Company, supervise all the business lines and functional teams and manage daily operations of the Company.

He has nearly 10 years of experience in developing green technologies and executing related businesses such as charge point constructions and business energy storage systems for construction sites. For further details in relation to Mr. Zhan, please refer to the section headed “Biographies of the directors and senior management” in the Company’s annual report for the year ended 31 March 2023.

The Board considers that Mr. Zhan plays an important managerial role in the Group and his inputs have been helping the company to diversify its income and will continue to meet the shareholders’ expectations. Mr. Zhan is expected to contribute to the Group’s charge point construction and energy storage systems segments by enhancing their revenue and introducing high quality business partners to an extent satisfactory to the Board during the vesting period.

Mr. Tang is an executive Director, responsible for broadening the business network and exploring new opportunities of development of the Group.

Mr. Tang has over 30 years’ experience in construction industry. For further details in relation to Mr. Tang, please refer to the section headed “Biographies of the directors and senior management“ in the Company’s annual report for the year ended 31 March 2023.

The Board considers his reputation, abundant resources and first class execution helps the Company to stay competitive in its principal business in the construction industry. Mr. Tang is expected to contribute to the Group’s traditional construction business to an extent satisfactory to the Board during the vesting period.

Ms. Kwok is the chief operating officer of the Company and a director of Chun Yang International (HK) Company Limited, a subsidiary of the Group, responsible for formulating and determining corporate and business strategies and development, making major operation decisions, and monitoring business operations.

Ms. Kwok has over 15 years of sales, marketing, and operation management experience in green technology and environmental industry with a wide business network in the Hong Kong and worldwide environmental industry. She is the honorary advisor of the Hong Kong Recycling Chamber of Commerce, advisor of the Gerson Lehrman Group, honorary advisor of Eco City Foundation and member of the Small and Medium Enterprises Committee of Trade and Industry Department of the Government of the Hong Kong Special Administrative Region. The Green Achiever Award under the Hong Kong Award for Environmental Excellence for 2021 recognized her efforts in improving the environment. Ms. Kwok obtained a master’s degree in Business Administration from Glasgow Caledonian University in the United Kingdom.

The board considers Ms. Kwok’s intensive experiences and reputation can help the Group explore business opportunities in green construction field. Under Mr. Zhan’s leadership, Ms. Kwok is expected to contribute to the Group’s charge point construction and energy storage systems segments to an extent satisfactory to the Board during the vesting period.

LETTER FROM THE BOARD

Mr. Guo is the head of the international business of the Company. He was the chairman and chief executive officer of Huatai Metal (Thailand) Co., Ltd., which is engaged in material trading business (including smart materials for industrial and construction use). Prior to that company, Mr. Guo has assumed several managerial roles in entities in China and Southeast Asia. He is responsible for sourcing and securing green building materials for the Group's construction business, as well as to expand its green construction businesses including EV charge point construction and energy storage systems in Southeast Asia via his connections and network.

With his experience and connections in Southeast Asia, the Board considers that Mr. Guo would not only able to assist the Group in procurement of green building materials but also extending its reach to Southeast Asia market to explore business opportunities. The Board expects Mr. Guo to contribute to the Group's both traditional and green construction businesses to an extent satisfactory to the Board during the vesting period. Mr. Guo is the elder brother of Mr. Kwok.

Ms. Fong is the founder and managing director of an architectural consultancy firm established in 2008, specialising in industrial and commercial revitalisation and redevelopment projects in Hong Kong. With over 15 years of experience in the construction industry, Ms. Fong is well-versed in project management and procurement in local construction industry.

Ms. Fong's previous experience within the construction industry will be beneficial to the Group, in terms of her capability in streamlining workflow and cost-saving in projects, facilitating expansion of project pipelines in both traditional and green construction, and procurement of industrial and commercial construction project team. The Board expects Ms. Fong to help the Group secure construction projects to an extent satisfactory to the Board during the vesting period.

Mr. Cheng is an Architect listed in the Authorized Persons' register kept by the Building Authority under Section 3(1) of the Buildings Ordinance since year 2000. With over 20 years of experience as an Architect, Mr. Cheng can provide technical support and architectural consultancy service from design and building operation perspective that are customised for end-users in Hong Kong and professional advice on all statutory related aspects, as well as guidance throughout the planning and building regulations processes to the Group.

The Board believes that Mr. Cheng's expertise will benefit the Group and its clients in streamlining the planning, design and execution of each of the construction projects in a more cost-efficient way. The Board expects Mr. Cheng to contribute to the Group's cost saving in construction business to an extent satisfactory to the Board during the vesting period.

LETTER FROM THE BOARD

Set out below is a summary of the scope of service and the Board's assessment of the eligibility for each of the Service Providers:

Service Provider (related category)	Scope of service	The Board's assessment of the eligibility of the Service Provider
Ms. Fong (Industry professional)	<ol style="list-style-type: none">1. To explore new business opportunities; and2. To collaborate/liaise with other professional parties and lead, supervise or monitor project team(s) to formulate cost-efficient plans/designs to support project pitching.	The Board had reviewed Ms. Fong's background, abundant experience in the construction industry and the projects which she participated in the past, and considered difficult to engage other service providers who has similar experience and track record, especially in construction project management, who will be able to bring in new projects and be responsible for formulating cost-efficient plans/designs to increase the chance to secure projects. In view of the services which Ms. Fong provides will bring positive impact to the construction business and the long-term development of the Group, the Board considered Ms. Fong eligible to participate in the 2023 Share Award Scheme as a Service Provider Participant.
Mr. Cheng (Building expert)	<ol style="list-style-type: none">1. To develop new business products and secure related business contract(s);2. To bring in new technology/system or formulate a plan to increase the efficiency of the Group resulting in cost saving; and3. To lead, supervise or monitor project team(s) to carry out construction projects including but not limited to formulate a comprehensive construction plan, obtain all necessary approvals and consensus from regulatory authorities in a timely manner and ensure the construction projects comply with the regulatory requirements and industry standards throughout various stages of construction.	The Board had reviewed Mr. Cheng's background, professional qualifications and experience in the construction industry. Being an Architect with over 20 years of experience, the Board considered difficult to engage other service providers who has similar professional qualifications, experience, technical know-how and can assist the Group to (i) develop new business products and secure related business contract(s); (ii) bring in new technology/system or formulate a plan to increase the efficiency of the Group resulting in cost saving; and (iii) lead, supervise or monitor project team(s) to carry out construction projects. The Board also considers that Mr. Cheng is able to be a long-term partner and provide technical support and architectural consultancy services to the Group. In the view of the services which Mr. Cheng provides will bring positive impact to the construction business and the long-term development of the Group, the Board considered Mr. Cheng eligible to participate in the 2023 Share Award Scheme as a Service Provider Participant.

LETTER FROM THE BOARD

Conditions Precedent

The proposed Grants shall be conditional upon:

- (i) The Shareholders having passed all necessary resolution(s) at the AGM approving the adoption of the 2023 Share Award Scheme; and
- (ii) The Shareholders having passed all necessary resolution(s) at the AGM approving the Grants, whereby,
 - (a) Mr. Kwok and his associates (including Chun Yip International Investment Limited, a company wholly-owned by Mr. Kwok and a substantial shareholder of the Company, “**Chun Yip**”), and Mr. Zhan and Mr. Tang (being the executive Directors), shall abstain from voting in respect of the resolution of the Grant to Mr. Kwok;
 - (b) Mr. Zhan and his associates, Mr. Kwok and Mr. Tang (being the executive Directors), and Chun Yip (a substantial shareholder of the Company) shall abstain from voting in respect of the resolution of the Grant to Mr. Zhan;
 - (c) Mr. Tang and his associates, Mr. Kwok and Mr. Zhan (being the executive Directors), and Chun Yip (a substantial shareholder of the Company) shall abstain from voting in respect of the resolution of the Grant to Mr. Tang;
 - (d) In relation to the Grant to Ms. Kwok, Mr. Kwok, Mr. Zhan and Mr. Tang (being the executive Directors) and Chun Yip (a substantial shareholder of the Company) shall abstain from voting in respect of the resolution of the Grant to her; and
 - (e) In relation to the Grant to Mr. Guo, his associate, Mr. Kwok (being his brother), and Mr. Zhan and Mr. Tang (being the executive Directors) and Chun Yip (a substantial shareholder of the Company) shall abstain from voting in respect of the resolution of the Grant to him.

Scheme Mandate Limit and Service Provider Sublimit

Conditional upon the Scheme Mandate Limit to be approved by the Shareholders at the AGM, the Company is authorised to allot and issue up to 125,502,750 Shares for the purpose of the 2023 Share Award Scheme. The Scheme Mandate Limit will be sufficient for the allotment and issue of new Shares to the Trustee to satisfy the Grants. After the Grants under the 2023 Share Award Scheme, the number of Shares available for future allotment and issue for the purpose of the 2023 Share Award Scheme under the Scheme Mandate Limit is 38,562,750 Shares, representing approximately 3.07% of the total issued Shares as at the Latest Practicable Date.

Conditional upon the Service Provider Sublimit to be approved by the Shareholders at the AGM, the Company is authorised to allot and issue up to 50,201,100 Shares for the purpose of the 2023 Share Award Scheme. The Service Provider Sublimit will be sufficient for the allotment and issue of new Shares to the Trustee to satisfy the Grants. After the Grants under the 2023 Share Award Scheme, the number of Shares available for future allotment and issue for the purpose of the 2023 Share Award Scheme under the Service Provider Sublimit is 25,361,100 Shares, representing approximately 2.02% of the total issued Shares as at the Latest Practicable Date.

LETTER FROM THE BOARD

Performance Targets and Vesting Conditions

The following Grantees shall be subject to performance targets to be fulfilled before the Awarded Shares shall be vested, which are set out below:

Directors and Employees

Name	Performance Target	Number of Shares to be vested
Mr. Kwok	1. To assist the Group to (i) increase its revenue by not less than HK\$100 million; or (ii) improve its gross margin by 3% for the 12 months ending 30 September 2024 as compared to the corresponding period in 2023.	6,210,000
	2. To assist the Group to (i) record positive profits for the 12 months ending 30 September 2024 as compared to the corresponding period in 2023; or (ii) secure business project(s) with an aggregate value of not less than HK\$75 million by 30 September 2024.	6,210,000
Mr. Zhan	1. To assist the Group to (i) increase its revenue by not less than HK\$100 million; or (ii) improve its gross margin by 3% for the 12 months ending 30 September 2024 as compared to the corresponding period in 2023.	6,210,000
	2. To assist the Group to (i) record positive profits for the 12 months ending 30 September 2024 as compared to the corresponding period in 2023; or (ii) secure business project(s) with an aggregate value of not less than HK\$75 million by 30 September 2024.	6,210,000
Mr. Tang	1. To assist the Group to develop a comprehensive sub-contractor management system with an aim to achieve cost reduction and increase efficiency of the sub-contractors (i.e. to improve on-time completion rate) by 30 September 2024.	4,140,000
	2. To assist the Group to secure construction project(s) with an aggregate value of not less than HK\$50 million by 30 September 2024.	4,140,000
	3. To assist the Group to secure construction project(s) with an aggregate value of not less than HK\$100 million by 30 September 2025.	4,140,000

LETTER FROM THE BOARD

Name	Performance Target	Number of Shares to be vested
Ms. Kwok	1. To assist the Group to control its administrative cost according to the budget for the 12 months ending 30 September 2024.	4,140,000
	2. To assist the Group to improve its employee retention rate to above 75% by 30 September 2024.	4,140,000
	3. To assist the Group to keep the average construction sites accident rate below 2% and no fatal accident for the 12 months ending 30 September 2024.	4,140,000
Mr. Guo	1. To assist the Group to secure business project(s) with an aggregate value of not less than HK\$50 million by 30 September 2024.	4,140,000
	2. To assist the Group to secure business project(s) with an aggregate value of not less than HK\$100 million by 30 September 2025.	4,140,000
	3. To assist the Group to achieve savings on material cost for its construction business by at least 2% as compared to its budget for the 12 months ending 30 September 2024.	4,140,000
<i>Service Providers</i>		
Ms. Fong	1. To assist the Group to secure construction project(s) with an aggregate value of not less than HK\$50 million by 30 September 2024.	4,140,000
	2. In addition to (1) above, for increasing the Group's pipeline projects, to assist the Group to enter the bidding of construction project(s) with an aggregate value of not less than HK\$200 million by 30 September 2024.	4,140,000
	3. To assist the Group to secure construction project(s) with an aggregate value of not less than HK\$100 million by 30 September 2025.	4,140,000
Mr. Cheng	1. To assist the Group to reduce operating cost for its construction project(s) by at least 1% as compared to its budget for the 12 months ending 30 September 2024.	4,140,000
	2. To assist the Group to bring in advanced green building technologies in design and building operation process by 31 March 2025.	4,140,000
	3. To assist the Group to develop new Environmental, Social, and Governance (ESG) green building products, including but not limited to smart energy saving, water saving and waste management systems and related products and secure related business contract(s) with an aggregate value of not less than HK\$10 million by 30 September 2025.	4,140,000

LETTER FROM THE BOARD

The management of the Group will monitor the performance of the Service Providers from time to time and conduct semi-annual review with each Service Provider (including but not limited to review of its progress towards achieving performance targets). At the end of the 12 month period from the date of the Grants and every 6 months thereafter, the management of the Group will provide a report on the performance of each Service Provider and whether the vesting condition(s) of the Awarded Shares granted to such Service Provider have been met to the Board for final approval.

Reasons for and benefits of the Grants

The Board believes that the 2023 Share Award Scheme can (i) serve as an incentive to the Grantees to contribute further to the Group's businesses; (ii) better align the long-term interests of the Company and those of the Grantees; and (iii) retain and attract necessary talents for the development and expansion of the Group's businesses. The Board is of the view that the Grants to the senior management is the proper and appropriate way to incentivise the Grantees' future contributions to the Group and to motivate them further in applying their expertise, experience and leadership to the development of the Group in the future. In addition, the Remuneration Committee considers that the Grants to the senior management of the Group is (i) in line with the purpose of the 2023 Share Award Scheme; and (ii) fair and reasonable as (a) the value of the Awarded Shares is subject to the future market price of the Shares, which, in turn, depends on the business performance of the Group, to which the Grantees would directly contribute; and (b) the Awarded Shares are subject to the vesting period and the lock up period as stated above, which could ensure that the Grantees would be motivated to contribute to the Group's development.

Despite that the Service Providers are not directly employed by the Group, they are nonetheless valuable human resources to the Group given that the time and effort devoted to the Group by the Service Providers are akin to those of employees of the Group. It is therefore in line with the objectives of the 2023 Share Award Scheme to include these Service Providers as part of the Grantees. The Board is of the view that a sustainable and stable relationship with the Service Providers is essential to the business development of the Group, and therefore incentivizing them by way of the Grants to encourage the provision of better services to the Group on a long-term basis and strengthens their loyalty to the Group. Thus, the Grants to the Service Providers aligns the purpose of the 2023 Share Award Scheme.

In determining the number of Awarded Shares granted to the Grantees, the Board has considered factors such as (i) their contribution to the business affairs of and benefits to the Group with regard to the quality of services provided or expected to be provided to the Group; (ii) their work experience, knowledge and profile in their industry or specialty or other relevant factors which could be valuable to the Group; (iii) the market rates for engaging services providers with similar background, experience, qualifications for providing similar services; (iv) the business synergy and opportunities brought by them to the Group; (v) the prevailing Share price of the Company; and (vi) the continuity of services provided to the Group.

LETTER FROM THE BOARD

As the Grants will be satisfied by the allotment and issue of new Shares, there will not be any material cash outflow by the Group under the Grants. In light of the above, the Directors (including the independent non-executive Directors, save for Mr. Kwok, Mr. Zhan and Mr. Tang, who respectively abstained from voting on the relevant Board resolutions to approve the Grant to himself) consider that the number of Awarded Shares, the terms and conditions of the Grant as well as the allotment and issue of new Shares are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

Listing Rules Implications

Mr. Kwok, Mr. Zhan and Mr. Tang (being the Directors), Ms. Kwok (being the chief operating officer of the Company) and Mr. Guo (being an associate of Mr. Kwok) are connected persons of the Company at the issuer level. Such Grants by way of issuance of new Shares to connected persons is exempt from the reporting, announcement and independent shareholders' requirements under Rule 14A.92(3)(a) of the Listing Rules. The aforementioned Grants have been reviewed and approved by the independent non-executive Directors in accordance with Rule 17.04(1) of the Listing Rules.

The Grants to Mr. Kwok, Mr. Zhan, Mr. Tang, Ms. Kwok and Mr. Guo would result in the Shares issued and to be issued in respect of all options and awards granted to each of them in the 12-month period up to and including the date of the above Grants representing in aggregate over 0.1% of the total issued Shares. Such Grants are conditional upon approval by the Shareholders (with Mr. Kwok, Mr. Zhan, Mr. Tang, and their respective associates abstaining) and all core connected persons of the Company shall abstain from voting in favour on the relevant resolution(s) at the AGM to be held by the Company in accordance with Rule 17.04(2) of the Listing Rules.

None of the Grants would result in the Shares issued and to be issued in respect of all options and awards granted to each of Grantees in the 12-month period up to and including the date of the above Grants representing in aggregate over 1% of the total issued Shares.

To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the Latest Practicable Date, other than as disclosed in this circular, (i) none of the Grantees (a) is a director, chief executive, substantial shareholder (as defined in the Listing Rules) of the Company, or an associate of any of them, or (b) is a participant with options and awards granted and to be granted exceeding the 1% individual limit (as defined in Chapter 17 of the Listing Rules); and (ii) no other Shareholder has any material interest in the Grants and is required to abstain from voting in favour on the resolutions at the AGM. As at the Latest Practicable Date, none of the Shareholders who are required to abstain from voting in favour of the resolutions approving the Grants have given the Company notice of their intention to vote against the resolutions at the AGM.

LETTER FROM THE BOARD

ANNUAL GENERAL MEETING

The AGM will be held at 21/F., Grand Millennium Plaza, 181 Queen's Road Central, Sheung Wan, Hong Kong on Thursday, 28 September 2023 at 2:30 p.m.. The AGM Notice is set out on pages AGM-1 to AGM-8 of this circular.

A form of proxy for use at the AGM is enclosed with this circular. Whether or not you intend to attend and vote at the AGM in person, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong and in any event no less than 48 hours before the time appointed for holding the AGM (i.e., no later than 2:30 p.m. on Tuesday, 26 September 2023) or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting at the AGM or any adjourned thereof should you so wish.

CLOSURE OF REGISTER OF MEMBERS

In order to be entitled to attend and vote at the AGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 4:30 p.m. on Friday, 22 September 2023. For the purpose of determining the entitlement of Shareholders to attend and vote at the AGM, the register of members of the Company will be closed from Monday, 25 September 2023 to Thursday, 28 September 2023 (both days inclusive), during which period no transfer of Shares will be registered. Shareholders whose names appear on the Company's register of members on Thursday, 28 September 2023 will be eligible to attend and vote at the AGM.

VOTING BY POLL

Pursuant to rule 13.39(4) of the Listing Rules, any vote of the Shareholders at the AGM 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 (as defined in the Note to rule 13.39(4) of the Listing Rules) to be voted on by a show of hands.

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 Group. 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 or this circular misleading.

LETTER FROM THE BOARD

RECOMMENDATION

The Directors believe that the resolutions proposed at the AGM are in the best interests of the Company and the Shareholders as a whole, and accordingly, recommend all Shareholders to vote in favor of these resolutions to be proposed at the AGM.

GENERAL INFORMATION

Your attention is drawn to the additional information set out in the Appendices to this circular. The English text shall prevail over the Chinese text in this circular.

On behalf of the Board of
Golden Ponder Holdings Limited
Kwok Chun Sing
Chairman and executive Director

This Appendix serves as an explanatory statement, as required by the Listing Rules, to provide the Shareholders with all the information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the ordinary resolution to approve the Proposed Repurchase Mandate.

1. LISTING RULES RELATING TO THE REPURCHASE OF SHARES

The Listing Rules permit companies with a primary listing on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important of which is summarised below:

The Listing Rules provide that proposed repurchase of shares by such company must be approved in advance by way of an ordinary resolution, either of a specific approval of a particular transaction or of a general mandate to the Directors to make such repurchase.

2. SHARE CAPITAL

As at the Latest Practicable Date, the total number of Shares in issue was 1,255,027,500 Shares. Subject to the passing of the ordinary resolution approving the Proposed Repurchase Mandate and on the basis that no Shares are issued or repurchased after the Latest Practicable Date and up to the date of passing of such resolution, the exercise of the Proposed Repurchase Mandate in full would enable the Company to repurchase a maximum of 125,502,750 Shares, representing 10% of the total number of Shares in issue as at the date of passing of the resolution, during the period from the date of the passing of the resolution to the earliest of the conclusion of the next annual general meeting of the Company, the date by which the next annual general meeting of the Company immediately after the AGM is required to be held by the Articles of Association or any applicable laws or the date upon which such authority is revoked or varied by an ordinary resolution of the Shareholders in a general meeting (“**Proposed Repurchase Period**”).

3. REASONS FOR THE REPURCHASE

The Directors believe that the Proposed Repurchase Mandate is in the best interests of the Company and the Shareholders. An exercise of the Proposed Repurchase Mandate (if approved at the AGM) may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net assets per Share and/or earnings per Share. The Proposed Repurchase Mandate will only be made when the Directors believe that such repurchase will benefit the Company and the Shareholders as a whole.

4. FUNDING OF REPURCHASE OF SHARES

Repurchase of Shares made pursuant to the Proposed Repurchase Mandate must be made out of funds legally available for such purpose in accordance with the Articles of Association, the applicable laws of the Cayman Islands and the Listing Rules. Such funds include, but are not limited to, profits available for distribution. Purchases may only be effected out of the profits of the Company or out of the proceeds of a fresh issue of Shares made for the purpose, or, if so authorised by its Articles of Association and subject to the provisions of the Companies Law, out of capital. Any premium payable on a purchase over the par value of the Shares to be purchased must be provided for out of profits of the Company or out of the Company’s share premium account, or, if so authorised by the Articles of Association and subject to the provisions of the Companies Law, out of capital.

5. GENERAL

There could be an adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited financial statements for the year ended 31 March 2023) in the event that the Proposed Repurchase Mandate was to be exercised in full at any time during the Proposed Repurchase Period. However, the Directors do not propose to exercise the Proposed Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital or the gearing position of the Company. The Directors would only exercise the power to repurchase in circumstances where they consider that the repurchase would be in the best interests of the Company and the Shareholders as a whole.

6. SHARE PRICES

The following table shows the highest and lowest prices at which the Shares were traded on the Stock Exchange during each of the previous twelve months before the Latest Practicable Date as follows:

	Price per Share	
	Highest (HK\$)	Lowest (HK\$)
2022		
September	0.620	0.435
October	0.590	0.470
November (<i>Note 1</i>)	0.590	0.450
December	0.820	0.470
2023		
January	0.620	0.480
February	0.620	0.420
March	0.610	0.460
April	0.560	0.490
May	0.510	0.410
June	0.450	0.340
July	0.445	0.280
August	0.680	0.325
September (up to the Latest Practicable Date)	0.640	0.600

Note 1: Trading in the Shares on the Stock Exchange was suspended from 24 November 2022 to 30 November 2022 (both dates inclusive).

7. UNDERTAKING OF THE DIRECTORS

The Directors have undertaken to the Stock Exchange that they will only exercise the powers of the Company to make repurchase pursuant to the Repurchase Mandate in the proposed resolution in accordance with the Listing Rules and all applicable laws, rules and regulations of the Cayman Islands from time to time in force, and the Articles of Association.

8. DIRECTORS AND THEIR CLOSE ASSOCIATES

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

9. FROM CORE CONNECTED PERSONS

No core connected person of the Company has notified the Company that he has a present intention to sell any Shares to the Company or has undertaken not to do so in the event that the Proposed Repurchase Mandate is approved by the Shareholders.

10. TAKEOVERS CODE AND MINIMUM PUBLIC HOLDING

If as a result of a repurchase of Shares pursuant to the Proposed Repurchase Mandate a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of rule 32 of the Takeovers Code. Accordingly, a Shareholder, or group of Shareholders acting in concert, depending on the level of increase of the Shareholders' interest, could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code.

As at the Latest Practicable Date, Mr. Kwok Chun Sing is interested in an aggregate of 635,510,000 Shares or approximately 50.64% of the issued share capital of the Company, in which 90,000,000 Shares is directly held by him and 545,510,000 Shares is held by Chun Yip International Investment Limited, a company wholly-owned by him.

In the event that the Proposed Repurchase Mandate is exercised in full, assuming that the present shareholdings and capital structure of the Company remains the same, the aggregate interest in the Company held by Mr. Kwok Chun Sing would be increased to approximately 56.26% of the issued share capital of the Company and such increase will not give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code.

Currently, the Directors have no intention to exercise the powers of the Company to make repurchase of Shares. In any event, the Directors do not intend to exercise the Proposed Repurchase Mandate to an extent which will trigger the mandatory offer requirement pursuant to the rules of the Takeovers Code or which will reduce the aggregate amount of the share capital of the Company in public hands to below 25%.

11. SHARES REPURCHASE MADE BY THE COMPANY

The Company did not repurchase any Shares (whether on the Stock Exchange or otherwise) during the six months preceding the Latest Practicable Date.

DETAILS OF DIRECTORS FOR RE-ELECTION

The brief biographical details of the Directors proposed to be re-elected at the AGM are set out below.

Mr. Kwok Chun Sing (“Mr. Kwok”)

Mr. Kwok Chun Sing (郭晉昇), aged 50, is the chairman of the Board and an executive Director. He was appointed as vice-chairman of the Board and executive Director on 12 August 2022. He was redesignated as the chairman of the Board on 11 January 2023. He graduated in Fujian Agricultural University (福建農業大學) with a Bachelor’s degree in mechanical engineering. He has over 25 years of experience in the environmental technology and new energy industries. He founded the Hong Kong Recycling Chamber of Commerce in 2015 and has been serving as its president. Since 2021, he has been a director of CR Environmental Protection Technology Research (Shenzhen) Co., Ltd.* (華潤環保應用技術研究(深圳)有限公司).

In addition, Mr. Kwok currently also participates in community associations such as the co-founder of the Hong Kong Coalition, a member of the Chinese General Chamber of Commerce and a member of the Chinese People’s Political Consultative Conference of Qingyuan City, Guangdong Province. He was also a member of the 6th Election Committee for Chief Executive of Hong Kong.

Mr. Kwok has entered into a service contract with the Company in relation to his appointment as executive Director for a term of three years commencing from 12 August 2022 and shall continue unless terminated by either party giving to the other not less than one month’s prior written notice.

Pursuant to the terms of the service contract, he is entitled to an annual remuneration of HK\$1,560,000, which was determined by the Board by reference to his responsibilities, workload and time devoted to the Group and the performance of the Group and may be adjusted by the Board subject to the recommendations of the remuneration committee of the Company and the resolutions of the shareholders of the Company at a general meeting.

As at the Latest Practicable Date, Mr. Kwok is interested in an aggregate of 635,510,000 Shares or approximately 50.64% of the issued share capital of the Company, in which 90,000,000 Shares is directly held by him and 545,510,000 Shares is held by Chun Yip International Investment Limited, a company wholly-owned by him.

Save as disclosed above, Mr. Kwok did not (i) hold any other positions in the Group, (ii) have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company, (iii) have any interests in the Shares within the meaning of Part XV of the SFO as at the Latest Practicable Date, or (iv) hold any directorship in any other listed company (whether in Hong Kong or overseas) in the last three years.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders in connection with the re-election of Mr. Kwok as an executive Director nor is there any other information required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

Mr. Zhan Zhi Hao (“Mr. Zhan”)

Mr. Zhan Zhi Hao (詹志豪), aged 33, was appointed as an executive Director on 23 December 2022 and chief executive officer on 11 January 2023. He graduated from Chongqing University with a Bachelor of Economics in 2012 and obtained a Master of Science in Applied Economics from the City University of Hong Kong in 2013. Mr. Zhan is a member of the CFA Institute.

Mr. Zhan has nearly 10 years of experience in operations and ESG investment research in the green technology industry. From 2013 to 2019, Mr. Zhan held corporate positions in a subsidiary of Chiho Environmental Group Limited (stock code: 976), a company listed on the Main Board of the Stock Exchange, with his last position as the assistant general manager. He joined Chun Yang International (HK) Company Limited (“**Chun Yang**”) in 2019 as the vice president. During the period from May 2020 to September 2022, Mr. Zhan founded Dr. Green Technology Ltd., which is engaged in development and operation of carbon tracking systems and green environmental protection facilities. He subsequently rejoined Chun Yang as the deputy chief executive officer in September 2022. Chun Yang was wholly-owned by the Offeror until the Company acquired 40% and 60% of the equity interests in Chun Yang in April and August 2022, respectively.

Mr. Zhan has entered into a service contract with the Company in relation to his appointment as executive Director for a term of three years commencing from 23 December 2022 subject to early termination in accordance with the terms of the Service Agreement. Mr. Zhan is also subject to retirement by rotation and re-election and other related provisions as stipulated in the articles of association of the Company and the Listing Rules. Mr. Zhan receives a monthly salary of HK\$84,000 as chief executive officer of the Company, and is entitled to receive a year end bonus equivalent to one month's salary and discretionary performance bonus. Mr. Zhan will not receive any director's remuneration from the Company. Save as disclosed, Mr. Zhan does not receive any remuneration for any other positions within the Group.

As at the Latest Practicable Date, Mr. Zhan is interested in 6,950,000 Shares or approximately 0.63% of the issued share capital of the Company.

Save as disclosed above, Mr. Zhan did not (i) hold any other positions in the Group, (ii) have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company, (iii) have any interests in the Shares within the meaning of Part XV of the SFO as at the Latest Practicable Date, or (iv) hold any directorship in any other listed company (whether in Hong Kong or overseas) in the last three years.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders in connection with the re-election of Mr. Zhan as an executive Director nor is there any other information required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

Mr. Hau Wing Shing Vincent

Mr. Hau Wing Shing Vincent (侯穎承) (“**Mr. Hau**”), aged 51, was appointed as an independent non-executive Director on 24 July 2018. He is the member of the Nomination Committee and the audit committee of the Company (the “**Audit Committee**”). He is primarily responsible for providing independent judgement on issues of strategy, policy, performance, accountability, resource, key appointments and standard of conduct of the Group.

Mr. Hau was admitted in August 1997 as a solicitor of the High Court of the Hong Kong Special Administrative Region and is still currently practising as a solicitor. Since May 2006, Mr. Hau has been serving as a senior partner in Messrs. V. Hau & Chow. He is now the honorary legal advisors of Hong Kong Chinese Civil Servants’ Association, Hong Kong Nurses General Union and Shining Stars Foundation Hong Kong.

Mr. Hau focuses his practice on commercial transactions, litigation, banking and insolvency. He has experience in advising on compliance matters for listed companies and handling criminal cases involving directors of a wholly-owned subsidiary of a company listed on the Stock Exchange. Since November 2015, Mr. Hau has been a director of WLS Limited, which is a subsidiary of Milan Station Holdings Limited (stock code: 1150) and is engaged in retailing of spa and wellness products. Mr. Hau is in charge of the business operation, cash flow and compliance matters for WLS Limited and assists to prepare and review the commercial documents for Milan Station Holdings Limited.

Pursuant to the terms of the appointment letter entered into between the Company and Mr. Hau, Mr. Hau’s term of appointment as an independent non-executive Director is one year commencing from 24 July 2018, subject to retirement by rotation and re-election at the annual general meeting of the Company pursuant to the Articles of Association. Mr. Hau is entitled to a fixed director’s fee of HK\$180,000 per annum, which has been determined by the Board with reference to his duties, responsibilities, performance and results of the Group. Either the Company or Mr. Hau may terminate said appointment letter by giving no less than one month’s notice in writing to the other.

Save as disclosed above, Mr. Hau did not (i) hold any other positions in the Group, (ii) have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company, (iii) have any interests in the Shares within the meaning of Part XV of the SFO as at the Latest Practicable Date, or (iv) hold any directorship in any other listed company (whether in Hong Kong or overseas) in the last three years.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders in connection with the re-election of Mr. Hau as an independent non-executive Director nor is there any other information required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

Mr. Wan Simon

Mr. Wan Simon (溫耀祥) (“**Mr. Wan**”), aged 55, was appointed as an independent non-executive Director on 24 July 2018. He is the chairman of the Remuneration Committee, member of the Audit Committee and member of the Nomination Committee. He is primarily responsible for providing independent judgement on issues of strategy, policy, performance, accountability, resource, key appointments and standard of conduct of the Group.

Mr. Wan obtained his Bachelor’s Degree of Science in Building from South Bank University in June 1992.

Mr. Wan served 6 years in Milliken & Company till November 2000 with his last position as senior territory manager. Milliken & Company operates in a breadth of disciplines including specialty chemical, floor covering and performance materials. From May 2001 to February 2002, he worked as a project manager in Herman Miller Hong Kong Ltd., a furniture company. From April 2003 to September 2004, he worked at Dupont Textiles & Interiors (Hong Kong) Limited (now known as LYCRA Company Hong Kong Limited) as a regional maintenance operations manager.

Pursuant to the terms of the appointment letter entered into between the Company and Mr. Wan, Mr. Wan’s term of appointment as an independent non-executive Director is one year commencing from 24 July 2018, subject to retirement by rotation and re-election at the annual general meeting of the Company pursuant to the Articles of Association. Mr. Wan is entitled to a fixed director’s fee of HK\$180,000 per annum, which has been determined by the Board with reference to his duties, responsibilities, performance and results of the Group. Either the Company or Mr. Wan may terminate said appointment letter by giving no less than one month’s notice in writing to the other.

Save as disclosed above, Mr. Wan did not (i) hold any other positions in the Group, (ii) have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company (iii) have any interests in the Shares within the meaning of Part XV of the SFO as at the Latest Practicable Date, or (iv) hold any directorship in any other listed company (whether in Hong Kong or overseas) in the last three years.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders in connection with the re-election of Mr. Wan as an independent non-executive Director nor is there any other information required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

Mr. Lam John Cheung-wah

Mr. Lam John Cheung-wah (藍章華) (“Mr. Lam”), aged 68, was appointed as an independent non-executive Director on 2 June 2023. He is also a member of the Audit Committee. He has substantial experience and extensive network in the banking and property development and property investment industries. From 1991 to 2005, he held various senior positions at Hongkong Bank of Canada (currently known as HSBC Bank Canada), HSBC California and Hang Seng Bank Limited. He subsequently worked at Dah Sing Bank, Limited from September 2005 to February 2012 with his last position as an executive director, head of retail banking. After that, Mr. Lam acted as the vice chairman and an executive director of Nan Fung Property Holdings Limited in China Property Division between February 2013 and December 2021, and he has served as their consultant since January 2022. Mr. Lam possesses extensive experiences in property development and property investment and has deep understanding of property industry trends.

He graduated from Ryerson Polytechnical Institute (currently known as Toronto Metropolitan University) in Toronto, Canada in June 1988 where he received his bachelor of business management degree. He is a fellow of The Institute of Canadian Bankers and a fellow of the Royal Institution of Chartered Surveyors. He was a member of the Chinese People’s Political Consultative Conference Guangzhou Committee.

Mr. Lam has been an independent non-executive director of Wing Lee Property Investments Limited (a company listed on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), stock code: 864), since February 2013, an independent non-executive director of Samson Paper Holdings Limited (currently known as C&D Newin Paper & Pulp Corporation Limited) (a company listed on the Main Board of the Stock Exchange, stock code: 731), since May 2022, an independent non-executive director of Blue River Holdings Limited (a company listed on the Main Board of the Stock Exchange, stock code: 498), since August 2022 and an independent non-executive director of Oshidori International Holdings Limited (a company listed on the Main Board of the Stock Exchange, stock code: 622), since August 2022. He was a non-executive director of Hong Kong Aerospace Technology Group Limited (a company listed on the Main Board of the Stock Exchange, stock code: 1725), from October 2021 to July 2022.

Pursuant to the terms of the appointment letter entered into between the Company and Mr. Lam, Mr. Lam’s term of appointment as an independent non-executive Director is one year commencing from 2 June 2023, subject to retirement by rotation and re-election at the annual general meeting of the Company pursuant to the Articles of Association. Mr. Lam is entitled to a fixed director’s fee of HK\$180,000 per annum, which has been determined by the Board with reference to his duties, responsibilities, performance and results of the Group. Either the Company or Mr. Lam may terminate said appointment letter by giving no less than one month’s notice in writing to the other.

Save as disclosed above, Mr. Lam did not (i) hold any other positions in the Group, (ii) have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company (iii) have any interests in the Shares within the meaning of Part XV of the SFO as at the Latest Practicable Date, or (iv) hold any directorship in any other listed company (whether in Hong Kong or overseas) in the last three years.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders in connection with the re-election of Mr. Lam as an independent non-executive Director nor is there any other information required to be disclosed pursuant to rule 13.51(2) of the Listing Rules.

SECOND AMENDED AND RESTATED

MEMORANDUM

AND

ARTICLES

OF

ASSOCIATION

~~Golden Ponder Holdings Limited 金侖控股有限公司~~
~~Envision Greenwise Holdings Limited 晉景新能控股有限公司~~

(as adopted by a Special Resolution passed on ~~25 July 2018~~) _____

and effective on _____)

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**THE COMPANIES LAW ACT (AS REVISED)
EXEMPTED COMPANY LIMITED BY SHARES**

~~SECOND EXEMPTED COMPANY LIMITED BY SHARES~~

**AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF
Golden Ponder Holdings Limited
金侖控股有限公司
Envision Greenwise Holdings Limited 晉景新能控股有限公司
(Company)**

(as adopted by a Special Resolution passed on ~~25 July 2018~~) _____

and effective on _____)

1. The name of the Company is ~~Golden Ponder Holdings Limited 金侖控股有限公司~~ **Envision Greenwise Holdings Limited 晉景新能控股有限公司**.
2. The registered office is situated at the offices of ~~Estera Trust (Cayman) Limited, Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands~~ Appleby Global Services (Cayman) Limited, 71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands or at such other place in the Cayman Islands as the Directors may from time to time decide.
3. The objects for which the Company is established are unrestricted and except as prohibited or limited by the laws of the Cayman Islands, the Company shall have full power and authority to carry out any object and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in any part of the world whether as principal, agent, contractor or otherwise.
4. Without prejudice to the generality of the foregoing, the objects of the Company shall include, but without limitation, the following:
 - 4.1 To carry on the business of an investment company and for that purpose to acquire and hold, either in the name of the Company or in that of any nominee, land and real estate, gold and silver bullion, shares (including shares in the Company), stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.

- 4.2 To lend money with or without security either at interest or without and to invest money of the Company in such manner as the Directors think fit.
- 4.3 To acquire by purchase, lease, exchange, or otherwise lands, houses, buildings and other property or any interest in the same in any part of the world.
- 4.4 To carry on the business of a commodity, commodity futures and forward contracts trader and for that purpose to enter into spot, future or forward contracts for the purchase and sale of any commodity including, but without prejudice to the generality of the foregoing, any raw materials, processed materials, agricultural products, produce or livestock, gold and silver bullion, specie and precious or semi-precious stones, goods, articles, services, currencies, rights and interests which may now or in the future be bought and sold in commerce and whether such trading is effected on an organised commodity exchange or otherwise and either to take delivery of, or to sell or exchange any such commodities pursuant to any contract capable of being entered into on any such commodities exchange.
- 4.5 To carry on whether as principals, agents or otherwise the business of providing and supplying goods, equipment, materials and services of whatsoever nature, and of financiers, company promoters, realtors, financial agents, land owners and dealers in or managers of companies, estates, lands, buildings, goods, materials, services, stocks, leases, annuities and securities of whatsoever type or kind.
- 4.6 To purchase or otherwise acquire and hold any rights, privileges, concessions, patents, patent rights, licences, secret processes and any real or personal property of any kind whatsoever.
- 4.7 To build, equip, furnish, outfit, repair, purchase, own, charter and lease steam, motor, sail or other vessels, ships, boats, tugs, barges, lighters or other property to be used in the business of shipping, transportation, chartering and other communication and transport operations for the use of the Company or for others, and to sell, charter, lease, mortgage, pledge or transfer the same or any interest therein to others.
- 4.8 To carry on the business of importers, exporters and merchants of goods, produce, stores and articles of all kinds both wholesale and retail, packers, customs brokers, ship agents, warehousemen, bonded or otherwise and carriers and to transact every kind of agency, factor and brokerage business or transaction which may seem to the Company directly or indirectly conducive to its interests.
- 4.9 To carry on the business of consultants in connection with all manner of services and advisers on all matters relating to companies, firms, partnerships, charities, political and non-political persons and organisations, governments, principalities, sovereign and republican states and countries and to carry on all or any of the businesses of financial, industrial, development, architectural, engineering, manufacturing, contracting, management, advertising, professional business and personal consultants and to advise upon the means and methods for extending, developing, marketing and improving all types of projects, developments, businesses or industries and all systems or processes relating to such businesses and the financing, planning, distribution, marketing and sale thereof.

- 4.10 To act as a management company in all branches of that activity and without limiting the generality of the foregoing, to act as managers of investments and hotels, estates, real property, buildings and businesses of every kind and generally to carry on business as managers, consultants or agents for or representatives of owners of property of every kind, manufacturers, funds, syndicates, persons, firms and companies for any purpose whatsoever.
- 4.11 To carry on any other trade or business which may seem to the Company capable of being carried on conveniently in connection with any business of the Company.
- 4.12 To borrow or raise money by the issue of ordinary debenture stock or on mortgage or in such other manner as the Company shall think fit.
- 4.13 To draw, make, accept, endorse, discount, execute and issue all instruments both negotiable and non-negotiable and transferable including promissory notes, bills of exchange, bills of lading, warrants, debentures and bonds.
- 4.14 To establish branches or agencies in the Cayman Islands and elsewhere and to regulate and to discontinue the same.
- 4.15 To distribute any of the property of the Company among the members of the Company in specie.
- 4.16 To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or company or to take or otherwise acquire and hold shares, stock, debentures or other securities of or interest in any other company carrying on any business or possessed of any property or rights.
- 4.17 To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependents of such persons and to support, establish or subscribe to any charitable or other institutions, clubs, societies or funds or to any national or patriotic fund.
- 4.18 To lend and advance moneys or give credit to such persons and on such terms as may be thought fit and to guarantee or stand surety for the obligations of any third party whether such third party is related to the Company or otherwise and whether or not such guarantee or surety is to provide any benefits to the Company and for that purpose to mortgage or charge the Company's undertaking, property and uncalled capital or any part thereof, on such terms and conditions as may be thought expedient in support of any such obligations binding on the Company whether contingent or otherwise.
- 4.19 To enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, amalgamation or otherwise with any person or persons or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise from which this Company would or might derive any benefit whether direct or indirect and to lend money, guarantee the contracts of or otherwise assist any such person or company and to take subscribe for or otherwise acquire shares and securities of any such company and to sell, hold, re issue with or without guarantee or otherwise deal with the same.

- 4.20 To enter into any arrangements with any authorities, municipal or local or otherwise and to obtain from any such authority any rights, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges or concessions.
- 4.21 To do all such things as are incidental to or which the Company may think conducive to the attainment of the above objects or any of them.
5. If the Company is registered as an exempted company as defined in the Cayman Islands Companies ~~Law Act~~, it shall have the power, subject to the provisions of the Cayman Islands Companies ~~Law Act~~ and with the approval of a special resolution, to continue as a body incorporated under the laws of any jurisdiction outside of the Cayman Islands and to be de-registered in the Cayman Islands.
6. The liability of the members of the Company is limited.
7. The authorised share capital of the Company is HK\$~~15,000,000~~30,000,000 consisting of ~~1,500,000,000~~3,000,000,000 shares of par value HK\$0.01 each with the power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the condition of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

~~THE COMPANIES LAW~~ACT (AS REVISED)
~~EXEMPTED COMPANY LIMITED BY SHARES~~

EXEMPTED COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

~~Golden Ponder Holdings Limited~~
~~金侖控股有限公司~~

Envision Greenwise Holdings Limited 晉景新能控股有限公司
(Company)

(as adopted by a Special Resolution passed on 25 July 2018)_____

and effective on _____)

1 (a) Table “A” of the Companies LawAct (as revised) shall not apply to the Company.

(b) Any marginal notes, titles or lead in references to Articles and the index of the Memorandum and Articles of Association shall not form part of the Memorandum or Articles of Association and shall not affect their interpretation. In interpreting these Articles of Association, unless there be something in the subject or context inconsistent therewith:
Marginal Notes

address: shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Articles;
Definitions

appointor: means in relation to an alternate Director, the Director who appointed the alternate to act as his alternate;

Articles: means these Articles of Association in their present form and all supplementary, amended or substituted articles for the time being in force;

Auditors: means the persons appointed by the Company from time to time to perform the duties of auditors of the Company;

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

Business Day: means a day other than a public holiday in Hong Kong, a Saturday or a Sunday;

Call: shall include any instalment of a call;

Circumstances: shall have the meaning ascribed to it in Article 71A;

Clearing House: means 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, including in the case of the Company, Hong Kong Securities Clearing Company Limited;

Close Associate(s): shall have the meaning as defined in the Listing Rules;

Companies Law Act: means the Companies Law Act (as revised) of the Cayman Islands as amended from time to time and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in the Cayman Islands applying to or affecting the Company, the Memorandum of Association and/or the Articles of Association;

Companies Ordinance: means the Companies Ordinance, Cap. 622 of the Laws of Hong Kong as amended from time to time;

Company: means the above named company;

Debenture and Debenture Holder: means and includes respectively debenture stock and debenture stockholder;

Director: means such person or persons as shall be appointed to the Board from time to time;

Dividend: means dividends, distributions in specie or in kind, capital distributions and capitalisation issues;

Electronic: has the meaning given to that term in the Electronic Transactions Act;

Electronic Communication: shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium;

Electronic means: means sending or otherwise making available to the intended recipients of the communication in Electronic format;

Electronic Meeting: shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Shareholders and/or proxies by means of Electronic facilities;

Electronic Notice: shall mean notice through telecopy, telegraph, telex, facsimile transmission, internet, e-mail or other Electronic means of communication, capable of making a written record;

Electronic Proxy: shall mean a proxy intended where provided for within these Articles whereby a party so authorised herein may designate another party to attend, represent or to vote for them, where appropriate and provided for, through telecopy, telegraph, telex, facsimile transmission, internet, e-mail or other Electronic means of communication, capable of making a written record, and “**Electronic Proxies**” means two or more of them;

Electronic Record: has the meaning given to that term in the Electronic Transactions Act;

Electronic Signature: has the meaning given to that term in the Electronic Transactions Act;

Electronic Transactions Act: means the Electronic Transactions Act (as revised) of the Cayman Islands;

Head Office: means such office of the Company as the Board may from time to time determine to be the principal office of the Company;

HK Stock Exchange: means The Stock Exchange of Hong Kong Limited;

HK\$ or Hong Kong dollars: means Hong Kong dollars, the lawful currency for the time being of Hong Kong;

Holding Company: has the meaning ascribed to it by Section 13 of the Companies Ordinance;

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

Hybrid Meeting: shall mean a general meeting convened for the (i) physical attendance by Shareholders and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Shareholders and/or proxies by means of Electronic facilities;

Listing Rules: shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);

Meeting Location: shall have the meaning given to it in Article 62B(1);

Memorandum: means the Memorandum of Association of the Company as amended or supplemented from time to time;

Month: means a calendar month;

Newspapers: means at least one English language daily newspaper and at least one Chinese language daily newspaper, in each case published and circulating generally in the Relevant Territory and specified or not excluded for this purpose by the stock exchange in the Relevant Territory;

Ordinary Resolution: means a resolution as described in Article 1(e) of these Articles;

Paid: means, as it relates to a Share, paid or credited as paid;

Physical Meeting: shall mean a general meeting held and conducted by physical attendance and participation by Shareholders and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;

Principal Meeting Place: shall have the meaning given to it in Article 65A(b);

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

Registered Office: means the registered office of the Company for the time being as required by the Companies Law Act;

Registration Office: means such place or places in the Relevant Territory or elsewhere where the Board from time to time determine to keep a branch register of Shareholders of the Company in respect of that class of share capital and where (except in cases where the Board otherwise agrees) transfers of other documents of title for Shares are to be lodged for registration and are to be registered;

Relevant Period: means the period commencing from the date on which any of the securities of the Company first become listed on the HK Stock Exchange to and including the date immediately before the day on which none of such securities are so listed (and so that if at any time listing of any such securities is suspended for any reason whatsoever and for any length of time, they shall nevertheless be treated, for the purpose of this definition, as listed);

Relevant Territory: means Hong Kong or such other territory where any of the securities of the Company is listed on a stock exchange in that territory;

Seal: means the common seal of the Company and any one or more facsimile seals from time to time of the Company for use in the Cayman Islands or in any place outside the Cayman Islands;

Secretary: means the person for the time being performing the duties of that office of the Company and includes any assistant, deputy, acting or temporary secretary;

Securities Seal: shall mean a seal for use for sealing certificates for shares or other securities issued by the Company which is a facsimile of the Seal of the Company with the addition on its face of the words Securities Seal;

Share: means a share in the share capital of the Company and includes stock except where a distinction between stock and Shares is expressed or implied;

Shareholder: means the person who is duly registered in the Register as holder for the time being of any Share and includes persons who are jointly so registered;

Special Resolution: means a resolution as described in Article 1(d) of these Articles;

Statutes: shall mean the Act, the Electronic Transactions Act, and every other act (as amended from time to time) for the time being in force of the legislature of Cayman Islands applying to or affecting the Company, the Memorandum of Association and/or these Articles;

Subsidiary: has the meaning ascribed to it by Section 15 of the Companies Ordinance; and

Transfer Office: means the place where the principal register of Shareholders is located for the time being.

- (c) In these Articles, unless there be something in the subject or context inconsistent herewith: General
- (i) words denoting the singular number shall include the plural number and vice versa;
 - (ii) words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;
 - (iii) subject to the foregoing provisions of this Article, any words or expressions defined in the Companies Law Act (except any statutory modification thereof not in force when these Articles become binding on the Company) shall bear the same meaning in these Articles, save that “company” shall where the context permits include any company incorporated in the Cayman Islands or elsewhere; and

- (iv) references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.
- (v) The words **written** and **in writing** include writing, printing, lithography, photography, typewriting and all other modes of representing or reproducing words or figures in a visible form, legible or non-transitory form or, to the extent permitted by and in accordance with the Statutes and all other applicable laws, rules and regulations, any visible form, 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 Shareholder's election comply with all applicable Statutes, rules and regulations.
- (vi) All references in these Articles to notices and proxies will apply *mutatis mutandis* to Electronic Notices and Electronic Proxies provided always that said Electronic Notices and Electronic Proxies shall be designed, restricted and limited to their respective use in accordance with these Articles for notices or proxies as may be relevant.
- (vii) All references to a document 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.
- (viii) A reference to a meeting shall mean a meeting convened and held in any manner permitted by these Articles and any Shareholder 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 all other applicable laws, rules and regulations and these Articles, and the terms **attend, participate, attending, participating, attendance** and **participation** shall be construed accordingly.
- (ix) All 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 or a Clearing House, through a duly authorised representative) to raise questions, make statements, 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 and all other applicable laws, rules and regulations or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly.

(x) All references to Electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise).

~~(iv)~~(xi) Where a Shareholder is a corporation or a Clearing House, any reference in these Article to a Shareholder shall, where the context requires, refer to a duly authorised representative of such Shareholder.

App.13
Part-B
Para-1

(d) At all times during the Relevant Period a resolution shall be a Special Resolution when it has been passed by a majority of not less than $\frac{3}{4}$ of the votes cast by such Shareholders as, being entitled so to do, vote in person or by proxy or, in the cases of Shareholders which are corporations, by their respective duly authorised representatives at a general meeting held in accordance with these Articles and of which notice specifying the intention to propose the resolution as a special resolution has been duly given.

Special
Resolution

(e) A resolution shall be an Ordinary Resolution when it has been passed by a simple majority of the votes cast by such Shareholders as, being entitled so to do, vote in person or, where proxies are allowed, by proxy or, in the casecases of any Shareholder being a corporation, by itsShareholders which are corporations, by their respective duly authorised representativerepresentatives at a general meeting held in accordance with these Articles and of which not less than 14 days' notice has been duly given.

Ordinary
Resolution

(f) A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all Shareholders for the time being entitled to receive notice of and to attend, speak and vote at general meetings of the Company shall, for the purpose of these Articles, be treated as an Ordinary Resolution duly passed at a general meeting of the Company duly convened and held 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 person to sign, and where the resolution states a date as being the date of his signature thereof by any Shareholder 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, and signed by one or more relevant Shareholders.

Resolutions in
writing

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

Special
Resolution
effective as
Ordinary
Resolution

App.13
Part-B3
Para +16

2 To the extent that the same is permissible under Cayman Islands law and subject to Article 13, a Special Resolution shall be required to alter the Memorandum of Association of the Company, to approve any amendment of the Articles or to change the name of the Company.

When Special
Resolution is
required

**APPENDIX III PROPOSED AMENDMENTS TO THE EXISTING
MEMORANDUM AND ARTICLES**

SHARES, WARRANTS AND MODIFICATION OF RIGHTS

- App.3
Para 6(1) 3 Without prejudice to any special rights or restrictions for the time being attaching to any Shares or any class of Shares including preference Shares, any Share may be issued upon such terms and conditions and with such preferred, deferred or other qualified or special rights, or such restrictions, whether in regard to Dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination or so far as the same may not make specific provision, as the Board may determine) and any Share may be issued on the terms that it is liable to be redeemed upon the happening of a specified event or upon a given date and either at the option of the Company, or at the option of the holder. No Shares shall be issued to bearer. Issue of Shares
- App.3
Para 2(2) 4 The Board may issue warrants to subscribe for any class of Shares or other securities of the Company, which warrants may be issued on such terms as the Board may from time to time determine. Where warrants are issued to bearer, no certificate thereof shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such replacement certificate. Warrants
- App.3
Para 6(2)
15 App.13
Part B
Para 2(1) 5 (a) If at any time the share capital of the Company is divided into different classes of Shares, all or any of the special rights attached to any class (unless otherwise provided for by the terms of issue of the Shares of that class) may, subject to the provisions of the Companies Law Act, be varied or abrogated either with the consent in writing of the ~~holders of Shareholders together holding~~ not less than $\frac{3}{4}$ ~~in nominal value~~ of the voting rights of 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 the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum (other than at an adjourned meeting) shall be not less than two persons holding (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or representing by proxy one-third in nominal value of the issued Shares of that class, that the quorum for any meeting adjourned for want of quorum shall be two Shareholders present in person (or in the case of the Shareholder being a corporation, by its duly authorised representative) or by proxy (whatever the number of Shares held by them) and that any holder of Shares of the class present in person (or in the case of the Shareholder being a corporation, by its duly authorised representative) or by proxy may demand a poll. How rights of shares may be modified
- (b) The provisions of this Article shall apply to the variation or abrogation of the rights attached to the Shares of any class as if each group of Shares of the class differently treated formed a separate class the rights whereof are to be varied or abrogated.
- (c) 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 the terms of issue of such Shares be deemed to be altered by the creation or issue of further Shares ranking *pari passu* therewith.

APPENDIX III**PROPOSED AMENDMENTS TO THE EXISTING
MEMORANDUM AND ARTICLES**

- | | | | |
|--------------------|----|--|---|
| App:3
Para-9 | 6 | The authorised share capital of the Company on the date of the adoption of these Articles is HK\$15,000,000 <u>30,000,000</u> divided into 1,500,000,000 <u>3,000,000,000</u> Shares of par value <u>HK\$0.01</u> each. | Authorised
Share Capital |
| | 7 | The Company in general meeting may from time to time, whether or not all the Shares for the time being authorised shall have been issued and whether or not all the Shares for the time being issued shall have been fully paid up, by Ordinary Resolution increase its share capital by the creation of new Shares, such new capital to be of such amount and to be divided into Shares of such class or classes and of such amounts in Hong Kong dollars or such other currency as the Shareholders may think fit and as the resolution may prescribe. | Power to
increase capital |
| App:3
Para-6(+) | 8 | Any new Shares shall be issued upon such terms and conditions and with such rights, privileges or restrictions attached thereto as the general meeting resolving upon the creation thereof shall direct, and if no direction be given, subject to the provisions of the Companies Law Act and of these Articles, as the Board shall determine; and in particular such Shares may be issued with a preferential or qualified right to participate in Dividends and in the distribution of assets of the Company and with a special right or without any right of voting. | On what
conditions new
shares may be
issued |
| | 9 | The Board may, before the issue of any new Shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the existing holders of any class of Shares in proportion as nearly as may be to the number of Shares of such class held by them respectively, or make any other provisions as to the allotment and issue such Shares, but in default of any such determination or so far as the same shall not extend, such Shares may be dealt with as if they formed part of the capital of the Company existing prior to the issue of the same. | When to be
offered to
existing
shareholders |
| App:3
Para-6(+) | 10 | Except so far as otherwise provided by the conditions of issue or by these Articles, 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 Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise. | New shares to
form part of
original capital |
| | 11 | (a) All unissued Shares and other securities of the Company shall be at the disposal of the Board and it may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times, for such consideration and generally on such terms (subject to Article 9) as it in its absolute discretion thinks fit, but so that no Shares shall be issued at a discount. The Board shall, as regards any offer or allotment of Shares, comply with the provisions of the Companies Law Act, if and so far as such provisions may be applicable thereto. | Unissued
Shares at the
disposal of the
Directors |

(b) Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of Shares or other securities of the Company, to make, or make available, and may resolve not to make, or make available, any such allotment, offer, option or Shares or other securities to Shareholders or others with registered addresses in any jurisdiction outside of the Relevant Territory, or 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, or the existence or extent of the requirement for such registration statement or special formalities might be expensive (whether in absolute terms or in relation to the rights of the Shareholder(s) who may be affected) or time consuming to determine. The Board shall be entitled to make such arrangements to deal with fractional entitlements arising on an offer of any unissued Shares or other securities as it thinks fit, including the aggregation and the sale thereof for the benefit of the Company. Shareholders who may be affected as a result of any of the matters referred to in this paragraph (b) shall not be, and shall be deemed not to be, a separate class of Shareholders for any purposes whatsoever.

12 (a) The Company may at any time pay commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any Shares, but so that the conditions and requirements of the Companies Law Act shall be observed and complied with, and in each case the commission shall not exceed 10% of the price at which the Shares are issued.

Company may pay commission

(b) If any Shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable within a period of one year, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and, subject to any conditions and restrictions mentioned in the Companies Law Act, may charge the sum so paid by way of interest to capital as part of the cost of construction of the works or buildings, or the provisions of the plant.

Defraying of expenses

13 The Company may from time to time by Ordinary Resolution:

Increase in capital,

- (a) increase its share capital as provided by Article 7;
- (b) consolidate or divide all or any of its share capital into Shares of larger or smaller amount than its existing Shares; and on any consolidation of fully paid Shares into Shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of Shares to be consolidated determine which particular Shares are to be consolidated into a consolidated Share, and if it shall happen that any person shall become entitled to fractions of a consolidated Share or Shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the Shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of

consolidation and division of capital and subdivision, cancellation of shares and redenomination etc.

such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated Share or Shares rateably in accordance with their rights and interest or may be paid to the Company for the Company's benefit;

- (c) divide its unissued Shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;
 - (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 provisions of the Companies ~~Law~~Act, and so that the resolution whereby any Share is sub-divided may 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 or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new Shares;
 - (e) cancel any Shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the Shares so cancelled;
 - (f) make provision for the issue and allotment of Shares which do not carry any voting rights; and
 - (g) change the currency of denomination of its share capital.
- 14 The Company may by Special Resolution reduce its share capital or undistributable reserve in any manner authorised, and subject to any conditions prescribed, by law. Reduction of capital
- 15 (a) Subject to the Companies ~~Law~~Act, or any other law or so far as not prohibited by any law and subject to any rights conferred on the holders of any class of Shares, the Company shall have the power to purchase or otherwise acquire all or any of its own Shares (which expression as used in this Article includes redeemable Shares) provided that the manner and terms of purchase have first been authorised by an Ordinary Resolution of the Shareholders, and to purchase or otherwise acquire warrants and other securities for the subscription or purchase of its own Shares, and shares and warrants and other securities for the subscription or purchase of any shares in any company which is its Holding Company and may make payment therefor in any manner and terms authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any Shares or warrants or other securities in the Company or any company which is a Holding Company of the Company and should the Company purchase or otherwise acquire its own Shares or warrants or other securities neither the Company nor the Board shall be required to select the Shares or warrants or other securities to be purchased or otherwise acquired rateably or in any other manner and terms as between the holders of Shares or warrants or Company to purchase its own securities and to finance the same

other securities of the same class or as between them and the holders of Shares or warrants or other securities of any other class or in accordance with the rights as to Dividends or capital conferred by any class of Shares provided always that any such purchase or other acquisition or financial assistance shall only be made in accordance with the relevant code, rules or regulations issued from time to time by the HK Stock Exchange and/or the Securities and Futures Commission of Hong Kong from time to time in force.

(b) Subject to the provisions of the Companies ~~Law~~Act and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any Shares or attaching to any class of Shares, Shares may be issued on the terms that they may, at the option of the Company or the holders thereof, be liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

App-3
Para 8(1)
8(2)

~~(c) Where the Company purchases for redemption a redeemable Share, purchases not made through the market or by tender shall be limited to a maximum price, and if purchases are by tender, tenders shall be available to all Shareholders alike.~~

~~(d) The purchase or redemption of any Share shall not be deemed to give rise to the purchase or redemption of any other Share.~~

~~(e) The holder of the Shares being purchased or redeemed shall be bound to deliver up to the Company at the Head Office or such other place as the Board shall specify the certificate(s) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies in respect thereof.~~

REGISTER OF SHAREHOLDERS AND SHARE CERTIFICATES

16 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any Share upon any trust and, except as aforesaid, the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or any other right or claim to or in respect of any Shares except an absolute right to the entirety thereof of the registered holder.

17 (a) The Board shall cause to be kept the Register and there shall be entered therein the particulars required under the Companies ~~Law~~Act. Share Register

App-13
Part-B
Para-3(2)

(b) Subject to the provisions of the Companies ~~Law~~Act, if the Board considers it necessary or appropriate, the Company may establish and maintain a principal or branch register of Shareholders at such location as the Board thinks fit and, during the Relevant Period, the Company shall keep its principal or a branch register of Shareholders in Hong Kong. Local or branch register

App.13
Part B3
Para 3(2)20

- (c) During the Relevant Period (except when the Register is closed), ~~any Shareholder may inspect the Register in Hong Kong shall~~ during business hours ~~any Register maintained in Hong Kong be kept open to inspection by any Shareholder without charge and any Shareholder may~~ require the provision to him of copies or extracts thereof in all respects as if the Company were incorporated under and were subject to the Companies Ordinance.

App.13
Part B3
Para 3(2)20

- (d) The Register may be closed at such time or for such period not exceeding in the whole 30 days in each year as the Board may determine; ~~and by sending a notice to the Shareholders, which may be extended for no more than another 30 days in respect of any year by an Ordinary Resolution of the Shareholders passed in that year.~~

- 18 (a) Every person whose name is entered as a Shareholder in the Register shall be entitled to receive within the relevant time limit as prescribed in the Companies Law Act or as the HK Stock Exchange may from time to time determine, whichever is shorter, after allotment or lodgement of a transfer (or within such other period as the conditions of issue shall provide or is required by the applicable rules of the stock exchange of the Relevant Territory) one certificate for all his Shares, or, if he shall so request, in a case where the allotment or transfer is of a number of Shares in excess of the number for the time being forming a stock exchange board lot for the purposes of the stock exchange of the Relevant Territory on which the Shares are listed upon payment of such sum (in the case of a transfer, not exceeding in the case of any share capital listed on a stock exchange in Hong Kong, HK\$2.50 or such other sum as may from time to time be allowed or not prohibited under the Listing Rules, and in the case of any other Shares, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant Register is situated, or otherwise such other sum as the Company may by Ordinary Resolution determine) for every certificate after the first as the Board may from time to time determine, such number of certificates for Shares in stock exchange board lots or whole multiples thereof as he shall request and one for the balance (if any) of the Shares in question, provided that in respect of a Share or Shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of the joint holders shall be sufficient delivery to all such holders.
- (b) The Company may, in the event of a change in the form of definitive Share certificate adopted by the Board, issue new definitive certificates to all holders of Shares appearing on the Register in replacement of old definitive certificates issued to such holders. The Board may resolve whether or not to require the return of the old certificates as a condition precedent to the issue of replacement certificates and, as regards any old certificates which have been lost or defaced, to impose such conditions (including as to indemnity) as the Board shall see fit. If the Board elects not to require the return of the old certificates, the same shall be deemed to have been cancelled and of no further effect for all purposes.

Share
certificates

- App-3
Para 2(1) 19 Every certificate for Shares, warrants or debentures or representing any other form of securities of the Company shall be issued under the Seal of the Company, which for this purpose may be a duplicate Seal. Share certificates to be sealed
- App-3
Para 10(1);
10(2) 20 Every share certificate hereafter issued shall specify the number and class of Shares in respect of which it is issued and the amount paid thereon and may otherwise be in such form as the Board may from time to time prescribe. A share certificate shall relate to only one class of Shares, and where the capital of the Company includes Shares with different voting rights, the designation of each class of Shares, other than those which carry the general right to speak and vote at general meetings, must include the words “restricted voting” or “limited voting” or “non-voting” or some other appropriate designation which is commensurate with the rights attaching to the relevant class of Shares. Share certificate to specify number and class of shares
- App-3
Para 1(3) 21 (a) The Company shall not be bound to register more than four persons as joint holders of any Share. Joint holders
- (b) If any Shares shall stand in the names of two or more persons, the person first named in the Register shall be deemed to be sole holder thereof as regards service of notice and, subject to the provisions of these Articles, all or any other matter connected with the Company, except the transfer of the Share.
- 22 If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, (not exceeding, in the case of any share capital listed on a stock exchange in Hong Kong, HK\$2.50 or such other sum as may from time to time be allowed or not prohibited under the Listing Rules, and, in the case of any other capital, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant Register is situated, or such other sum as the Company may by Ordinary Resolution determine) as the Board shall from time to time determine and on such terms and conditions, if any, as to publication of notices, evidence and indemnity as the Board thinks fit and in the case of wearing out or defacement, after delivery up of the old certificate. In the case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company all costs and out-of-pocket expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity. Replacement of share certificates

LIEN

- App-3
Para-1(2)
- 23 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; and the Company shall also have a first and paramount lien and charge on all Shares (other than fully paid-up Shares) standing registered in the name of a Shareholder, whether singly or jointly with any other person or persons, for all the debts and liabilities of such Shareholder or his estate to the Company and 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 Shareholder, 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 Shareholder or his estate and any other person, whether a Shareholder of the Company or not. The Company's lien (if any) on a Share shall extend to all Dividends and bonuses declared in respect thereof. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any Share to be exempt wholly or partially from the provisions of this Article. Company's lien
- 24 The Company may sell, in such manner as the Board thinks fit, any Shares 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 14 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 intention to sell in default, shall have been given, in the manner in which notices may be sent to Shareholders of the Company as provided in these Articles, to the registered holder for the time being of the Shares, or the person entitled by reason of such holder's death, bankruptcy or winding-up to the Shares. Sale of shares subject to lien
- 25 The net proceeds of such sale after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof 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 Shares prior to the sale) be paid to the person entitled to the Shares at the time of the sale. For the purpose of giving effect to any such sale, the Board may authorise some person to transfer the Shares sold to the purchaser thereof and may enter the purchaser's name in the Register as holder of the Shares, and the purchaser shall not be bound to see 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. Application of proceeds of sale

CALLS ON SHARES

- 26 The Board may from time to time make such calls as it thinks fit upon the Shareholders in respect of any moneys unpaid on the Shares held by them respectively (whether on account of the nominal value of the Shares or by way of premiums) and not by the conditions of allotment thereof made payable at a fixed time. A call may be made payable either in one sum or by instalments. Calls/
instalments

- | | | |
|----|--|--|
| 27 | At least 14 days' notice of any call shall be given to the relevant Shareholders specifying the time and place of payment and to whom such call shall be paid. | Notice of call |
| 28 | A copy of the notice referred to in Article 27 shall be sent to relevant Shareholders in the manner in which notices may be sent to Shareholders by the Company as herein provided. | Copy of notice to be sent to shareholders |
| 29 | In addition to the giving of notice in accordance with Article 28, notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the relevant Shareholders by notice to be inserted at least once in the Newspapers. | Notice of call may be given |
| 30 | Every Shareholder upon whom a call is made shall pay the amount of every call so made on him to the person and at the time or times and place or places as the Board shall appoint. | Time and place for payment of call |
| 31 | A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed. | When call deemed to have been made |
| 32 | The joint holders of a Share shall be severally as well as jointly liable for the payment of all calls and instalments due in respect of such Share or other moneys due in respect thereof. | Liability of joint holders |
| 33 | The Board from time to time at its discretion may extend the time fixed for any call, and may extend such time as regards all or any of the Shareholders, whom due to residence outside the Relevant Territory or other cause the Board may deem entitled to any such extension but no Shareholder shall be entitled to any such extension except as a matter of grace and favour. | Board may extend time fixed for call |
| 34 | If the sum payable in respect of any call or instalment is not paid before or on the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest on the same at such rate not exceeding 20% per annum as the Board shall fix from the day appointed for the payment thereof to the time of the actual payment, but the Board may waive payment of such interest wholly or in part. | Interest on unpaid calls |
| 35 | No Shareholder shall be entitled to receive any Dividend or bonus or to be present or vote (save as proxy or authorised representative for another Shareholder) at any general meeting, either personally, or (save as proxy or authorised representative for another Shareholder) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a Shareholder until all calls or instalments due from him to the Company, whether alone or jointly or jointly and severally with any other person, together with interest and expenses (if any) shall have been paid. | Suspension of privileges while call unpaid |
| 36 | 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 Shareholder sued is entered in the Register as the holder, or one of the holders, of the Shares in respect of which such debt accrues; that the resolution of the Board making the call has been duly recorded in the minute book of the Board; and that notice of such call was given to the Shareholder sued, in pursuance of these Articles, 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. | Evidence in action for call |

- 37 (a) Any sum which by the terms of allotment of a Share is made payable upon allotment or at any fixed date, whether on account of the nominal value of the Share and/or by way of premium, shall for all purposes of these Articles be deemed to be a call duly made and notified and payable on the date fixed for payment, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture and the like, shall apply as if such sums had become payable by virtue of a call duly made and notified. Sums payable on allotment deemed a call
- (b) The Board may on the issue of Shares differentiate between the allottees or holders as to the amount of calls to be paid and the time of payment. Shares may be issued subject to different conditions as to calls, etc.
- App-3
Para-3(+)
- 38 The Board may, if it thinks fit, receive from any Shareholder willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any Shares held by him, and in respect of all or any of the moneys so advanced may pay interest at such rate (if any) not exceeding 20% per annum, as the Board may decide but a payment in advance of a call shall not entitle the Shareholder to receive any Dividend subsequently declared or to exercise any other rights or privileges as a Shareholder in respect of the Share or the due portion of the Shares upon which payment has been advanced by such Shareholder before it is called up. The Board may at any time repay the amount so advanced upon giving to such Shareholder not less than one Month's notice in writing of its intention on 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.

TRANSFER OF SHARES

- 39 Subject to the Companies ~~Law~~Act, all transfers of Shares shall be effected by transfer in writing in the usual or common form or in such other form as the Board may accept provided always that it shall be in such a form prescribed by the HK Stock Exchange and may be under hand only or, if the transferor or transferee is a Clearing House (or its nominee(s)), under hand or by machine imprinted signature or by such other means of execution as the Board may approve from time to time. Form of transfer
- App-3
Para-1(+)
- 40 The instrument of transfer of any Share shall be executed by or on behalf of the transferor and by or on behalf of the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferor or the transferee or accept mechanically executed transfers in any case in which it in its absolute discretion thinks fit to do so. 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 Articles 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. Execution of transfer

- 41 (a) The Board may, in its absolute discretion at any time and from time to time, remove any Share on the principal Register to any branch Register or any Share on any branch Register to the principal Register or any other branch Register.
- (b) 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 stipulate, and which agreement it shall, without giving any reason therefore, be entitled in its absolute discretion to give or withhold) no Shares on the principal Register shall be removed to any branch Register nor shall Shares on any branch Register be removed to the principal Register or any other branch Register and all removals and other documents of title relating to or affecting the title to any share or other securities of the Company shall be lodged for registration, and be 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 principal Register, at the Transfer Office.
- (c) Notwithstanding anything contained in these Articles, the Company shall as soon as practicable and on a regular basis record in the principal Register all removals of Shares effected on any branch Register and shall at all times maintain the principal Register and all branch Registers in all respects in accordance with the Companies Law Act.

Shares registered on principal register, branch register, etc.

App.3
Para 1(2)

- 42 Fully paid Shares shall be free from any restriction with respect to the right of the holder thereof to transfer such Shares (except when permitted by the HK Stock Exchange) and shall also be free from all liens. The Board however, may, in its absolute discretion, refuse to register a transfer of any Share which is not fully paid to a person of whom it does not approve or any Share issued under any share option scheme upon which a restriction on transfer imposed thereby still subsists, and it may also refuse to register a transfer of any Share (whether fully paid up or not) to more than four joint holders or a transfer of any Shares (not being a fully paid up Share) on which the Company has a lien.

Directors may refuse to register a transfer

- 43 The Board may also decline to recognise any instrument of transfer unless:

App.3
Para 1(1)

- (a) a fee of such maximum as the HK Stock Exchange may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) has been paid to the Company;
- (b) the instrument of transfer is lodged at the relevant Registration Office or, as the case may be, the Transfer Office accompanied by the certificate of the Shares to which it relates, 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);
- (c) the instrument of transfer is in respect of only one class of Share;

Requirement as to transfer

- (d) the Shares concerned are free of any lien in favour of the Company; and
- (e) if applicable, the instrument of transfer is properly stamped.
- 44 The Board may refuse to register a transfer of any Share to an infant or to a person of unsound mind or under other legal disability. No transfer to an infant
- 45 If the Board shall refuse to register a transfer of any Share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal and, except where the subject Share is not a fully paid Share, the reason(s) for such refusal. Notice of refusal
- 46 Upon every transfer of Shares, the certificate in respect thereof held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the Shares transferred to him as provided in Article 18, and if any of the Shares included in the certificate so given up shall be retained by the transferor a new certificate in respect thereof shall be issued to him as provided in Article 18. The Company shall retain the instrument of transfer. Certificate to be given up on transfer
- 47 The registration of transfers may be suspended when the Register is closed in accordance with Article 17(d). When transfer books or register is closed

TRANSMISSION OF SHARES

- 48 In the case of the death of a Shareholder, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any Share solely or jointly held by him. Deaths of registered holder or of joint holder of shares
- 49 Any person becoming entitled to a Share in consequence of the death or bankruptcy or winding-up of a Shareholder may, upon such evidence as to his title being produced as may from time to time be required by the Board, and subject as hereinafter provided, elect either to be registered himself as holder of the Share or to have some person nominated by him registered as the transferee thereof. Registration of personal representatives and trustees in bankruptcy
- 50 If the person becoming entitled to a Share pursuant to Article 49 shall elect to be registered himself as the holder of such Share, he shall deliver or send to the Company a notice in writing signed by him, at (unless the Board otherwise agrees) the Registration Office, stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing a transfer of such Share to his nominee. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or winding-up of the Shareholder had not occurred and the notice or transfer were a transfer executed by such Shareholder. Notice of election to be registered of nominee

51 A person becoming entitled to a Share by reason of the death, bankruptcy or winding-up of the holder 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 Article 80 being met, such a person may vote at general meetings of the Company.

Retention of dividends, etc. until transmission of shares of a deceased or bankrupt shareholder

FORFEITURE OF SHARES

52 If a Shareholder fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, without prejudice to the provisions of Article 34, serve notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may still accrue up to the date of actual payment.

If call or instalment not paid notice may be given

53 The notice shall name a further day (not earlier than the expiration of 14 days from the date of the notice) on or before which the payment required by the notice is to be made, and it shall also name the place where payment is to be made such place being the Registered Office or a Registration Office or another place within the Relevant Territory. The notice shall also state that, in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.

Content of notice of call

54 If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends and bonuses declared in respect of the forfeited Share and not actually paid before the forfeiture. The Board may accept the surrender of any Share liable to be forfeited hereunder and in such cases references in these Articles to forfeiture shall include surrender.

If notice not complied with shares may be forfeited

55 Any Share so forfeited shall be deemed to be the property of the Company, and may be re-allotted, sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board thinks fit.

Forfeited shares to become property of Company

56 A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall, nevertheless, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the forfeited Shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until the date of actual payment (including the payment of such interest) at such rate not exceeding 20% per annum as the Board may prescribe, and the Board may enforce the payment thereof if it thinks fit, and without any deduction or allowance for the value of the 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 Article any

Arrears to be paid not withstanding forfeiture

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 such time has not yet arrived be deemed to be payable on 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.

- 57 A certificate in writing that the declarant is a Director or the Secretary, and that a Share has been duly forfeited or surrendered on a date stated in the certificate, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company may receive the consideration, if any, given for the Share on any re-allotment, sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is re-allotted, sold or disposed of and such person shall thereupon be registered as the holder of the Share, and shall not be bound to see to the application of the subscription or purchase money, (if any), nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment, sale or disposal of such Share. Evidence of forfeiture and transfer of forfeited share
- 58 When any Share shall have been forfeited, notice of the forfeiture shall be given to the Shareholder 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. Notice after forfeiture
- 59 Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any Shares so forfeited shall have been re-allotted, sold or otherwise disposed of, cancel the forfeiture on such terms as it thinks fit or permit the Shares so forfeited to be bought back or redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the Shares, and upon such further terms (if any) as it thinks fit. Power to redeem forfeited shares
- 60 The forfeiture of a Share shall not prejudice the right of the Company to any call already made or any instalment payment thereon. Forfeiture not to prejudice Company's right to call or instalment
- 61 (a) The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by 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. Forfeiture for non-payment of any sum due on shares
- (b) In the event of a forfeiture of Shares the Shareholder shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the Shares so forfeited and in any event the certificates representing Shares so forfeited shall be void and of no further effect.

GENERAL MEETINGS

App.13
Part-B3
Para 3(2);
4(2)14(1)

62 At all times during the Relevant Period other than the financial year of the Company's adoption of these Articles, the Company shall in each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that financial year and shall specify the meeting as such in the notice calling it; and ~~not more than 15 Months (or such longer period as may be authorised by the HK Stock Exchange) shall elapse between the date of one such~~ annual general meeting ~~of~~ must be held within six (6) months after the end of the Company's financial year (unless a longer period would not infringe the Company and that of the next. Listing Rules). The annual general meeting shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place as the Board shall appoint. A meeting of the Shareholders or any class thereof may 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 at such meetings.

When annual
general meeting
to be held

62A Any Shareholder (or through its corporate representative) or their appointed proxy attending any general meeting either in person or by telephonic or Electronic means pursuant to Article 62 may cast their vote by Electronic means as may be provided for by these Articles.

62B (1) The Board may, at its absolute discretion, arrange for persons entitled to attend and speak or communicate at 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 Shareholder (or through its corporate representative) or any proxy attending and participating in such way or any Shareholder (or through its corporate representative) 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 Shareholder is attending at a Meeting Location and/or in the case of a Hybrid Meeting, the meeting shall be treated as having commenced as if it has commenced at the Principal Meeting Place;

- (b) Shareholders present in person (or, in the case of a Shareholder being a corporation or a Clearing House, by its duly authorised representative) or by proxy at a Meeting Location and/or Shareholders participating in an Electronic Meeting or a Hybrid Meeting by means of Electronic facilities shall be counted in the quorum for and entitled to speak or communicate and vote at the meeting in question, and that meeting shall be duly constituted and its proceedings are valid provided that the chairman of the meeting is satisfied that adequate Electronic facilities are available throughout the meeting to ensure that Shareholders at all Meeting Locations and Shareholders participating in an Electronic Meeting or a Hybrid Meeting by means of Electronic facilities are able to simultaneously participate in the business for which the meeting has been convened and communicate with each other simultaneously and instantaneously;
- (c) where Shareholders attend a meeting by being present at one of the Meeting Locations and/or where Shareholders 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 Shareholders (or its or their respective corporate representative(s)) or proxies to access, or continue to access, the Electronic facilities despite adequate Electronic facilities having been made available throughout the meeting by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and
- (d) if any of the Meeting Locations is outside the jurisdiction of the Principal Meeting Place and/or in the case of a Hybrid Meeting, unless otherwise stated in the notice, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an Electronic Meeting, the time for lodging proxies shall be as stated in the notice for the meeting.

62C The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance, speaking or communicating 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/he shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Shareholder who, pursuant to such arrangements, is not able to attend, in person (or through its corporate representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Shareholder so to attend the meeting, 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.

62D 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). Shareholders shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or Electronically) from the meeting.

62E All persons seeking to attend and participate in an Electronic Meeting or a Hybrid Meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 71B, 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.

63 All general meetings other than annual general meetings shall be called extraordinary general meetings.

Extraordinary
general meeting

App. 3
Part B3
Para 3
(+14(5))

64 The Board may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be convened on the requisition of one or more Shareholders holding, at the date of deposit of the requisition, Shares in the share capital of the Company that represent not less than one tenth of the paid up capital of the Company having the right of voting rights at general meetings of the Company on a one vote per Share basis. Such requisition shall be made in writing to the Board or the Secretary for the purpose of requiring an extraordinary general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition. Such meeting shall be held within two Months after the deposit of such requisition. If within 21 days of such deposit, the Board fails to proceed to convene such meeting, the requisitionist(s) himself (themselves) may do so in the same manner, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

Convening of
extraordinary
general meeting

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Part B3
Para 3
(+14(2))

65 An annual general meeting of the Company shall be called by at least 21 days' notice in writing, and a general meeting of the Company (including an extraordinary general meeting), other than an annual general meeting, shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day, the hour and the agenda of the meeting and particulars of the resolutions to be considered at that meeting and in case of special business (as defined in Article 67), the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:

Notice of
meetings

- (a) in the case of a meeting called as the annual general meeting, by all the Shareholders entitled to attend, speak and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Shareholders having a right to attend, speak and vote at the meeting, being a majority together holding not less than 95% of the total voting rights at the meeting of all members of the Company.

65A Notice of a general meeting shall specify each of the following:

- (a) the date and the time, and the agenda of the meeting;
- (b) save for an Electronic Meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Article 62B(1), the principal place of the meeting (the “Principal Meeting Place”);
- (c) if the general meeting is to be a hybrid meeting or an Electronic Meeting, the notice shall include a statement to that effect and with details of the Electronic facilities for attendance and participation by Electronic means at the meeting or where such details will be made available by the Company prior to the meeting; and
- (d) particulars of the resolutions to be considered at the meeting and in the case of special business (as defined in Article 67(a)) the general nature of that business.

- 66 (a) The accidental omission to give any notice to, or the non-receipt of any notice by, any person entitled to receive notice shall not invalidate any resolution passed or any proceedings at any such meeting.
- (b) In the case where forms of proxy or notice of appointment of corporate representative are to be sent out with any notice, the accidental omission to send such forms of proxy or notice of appointment of corporate representative to, or the non-receipt of such forms by, any person entitled to receive notice of the relevant meeting shall not invalidate any resolution passed or any proceeding at any such meeting.

Omission to
give notice

PROCEEDINGS AT GENERAL MEETINGS

- 67 (a) All business shall be deemed special that is transacted at an extraordinary general meeting and also all business shall be deemed special that is transacted at an annual general meeting with the exception of the following, which shall be deemed ordinary business:
- (i) the declaration and sanctioning of Dividends;
 - (ii) the consideration and adoption of the accounts and balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheets;

Special
business,
business of
annual general
meeting

- (iii) the election of Directors in place of those retiring;
- (iv) the appointment of Auditors;
- (v) the fixing of, or the determining of the method of fixing of the remuneration of the Directors and of the Auditors;
- (vi) the granting of any mandate or authority to the Board to offer, allot, grant options over, or otherwise dispose of the unissued Shares representing not more than 20% (or such other percentage as may from time to time be specified in the Listing Rules) in nominal value of its then existing issued share capital and the number of any securities repurchased pursuant to paragraph (vii) of this Article; and
- (vii) the granting of any mandate or authority to the Board to repurchase securities of the Company.

App. 3
Para 14(3)

67A All Shareholders have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a Shareholder is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.

Speaking at
general
meetings

67B All general meetings (including an annual general meeting, an extraordinary general meeting, or any adjournment or postponement thereof) may be held as a Physical Meeting in any part of the world at one or more locations as provided in Article 62B(1), or as a Hybrid Meeting or as an Electronic Meeting in the Relevant Territory or elsewhere, as may be determined by the directors in its absolute discretion and at such time and place as the directors appoint.

68 For all purposes the quorum for a general meeting shall be two Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and entitled to ~~vote~~ speak and vote or, for quorum purpose only, two persons appointed by the clearing house as authorised representative(s) or proxy(ies). No business shall be transacted at any general meeting unless the requisite quorum shall be present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting.

Quorum

69 If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Board, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the Shareholder or the Shareholders present in person (or, in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and entitled to speak and vote shall be a quorum and may transact the business for which the meeting was called.

When quorum
is not present
meeting to be
dissolved and
when to be
adjourned

- 70 The chairman (if any) of the Company or if he is absent or declines to take the chair at such meeting, the Vice chairman (if any) of the Company shall take the chair at every general meeting, or, if there be no such chairman or Vice chairman, or, if at any general meeting neither of such chairman or Vice chairman is present within 15 minutes after the time appointed for holding such meeting, or both such persons decline to take the chair at such meeting, the Directors present shall choose one of their number as chairman of the meeting, and if no Director be present or if all the Directors present decline to take the chair or if the chairman chosen shall retire from the chair, then the Shareholders present shall choose one of their number to be chairman of the meeting. 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 Article 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. chairman of general meeting
- 71 Subject to Article 71B, (The chairman of the meeting may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place and/or from one form to another (a Physical Meeting, a Hybrid Meeting or an Electronic Meeting) as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no notice of an adjournment or of the business to be transacted at any adjourned meeting needs to be given nor shall any Shareholder be entitled to any such notice. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Power to adjourn general meeting, business of adjourned meeting
- 71A. 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 Board, in its absolute discretion, considers 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 Shareholders. Without prejudice to the generality of the foregoing, the Board 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, gale or storm signal or black rainstorm warning, "extreme conditions" caused by a super typhoon, black rainstorm warning or other similar event is in force, or that there is an outbreak of the coronavirus disease 2019 (COVID-19) pandemic or other form of pandemic that, in the opinion of the Board, cause the Company unable to hold the relevant general meeting, at any time on the day of the meeting (such circumstances, the "Circumstances"). This Article shall be subject to the following: Power to postpone general meeting

- (a) when a meeting is so postponed due to one or more of the Circumstances as set out in the notice of a general meeting, the Company shall endeavour to post a notice of such postponement on the Company's website (and where required, on the Stock Exchange's website) as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of such meeting), but otherwise the Company shall endeavor to publish a new notice of a postponed general meeting;
- (b) when only the form of the meeting or Electronic facilities as specified in the notice are changed, while other details of the notice remain unchanged, the Board shall notify the Shareholders of details of such change in such manner as the Board may determine;
- (c) subject to paragraph (b) above, when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 71, unless already specified in the original notice of the meeting, the Board shall fix the date, time and place (if applicable) and Electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Shareholders of such details in such manner as the Board may determine and in compliance with the notice requirements under Article 65; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than forth-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 Shareholders.

71B. 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 Article 62B(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 Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

71C. The Company may, at its absolute discretion, provide an Electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an Electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by Electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation to the foregoing, the Company may from time to time determine that any such Electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different Electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such Electronic Communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by Electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated Electronic address provided in accordance with this Article or if no Electronic address is so designated by the Company for the receipt of such document or information.

LR 13.39(4) 72

At any general meeting a resolution put to the vote of the meeting shall be decided by poll save that the chairman of the meeting may, in good faith and pursuant to the Listing Rules, allow a resolution which relates purely to a procedural or an administrative matter to be voted on by a show of hands. 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 by:

Poll, show of hands and demand for poll

- (a) at least two Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy for the time being entitled to speak and vote at the meeting; or
- (b) any Shareholder or Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and representing not less than one-tenth of the total voting rights of all the Shareholders having the right to attend, speak and vote at the meeting; or

- (c) any Shareholder or Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and holding Shares conferring a right to attend, speak and vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right.
- 73 Where a resolution is voted on by a show of hands, a declaration by the chairman of the meeting that a resolution has on a show of hands 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 in favour of or against such resolution. What is to be evidence of the passing of a resolution
- 74 A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place as the chairman of the meeting directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded. In the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Article 72, the demand for a poll may be withdrawn, with the consent of the chairman of the meeting, at any time before the close of the meeting at which the poll was demanded or the taking of the poll, whichever is the earlier. Poll
- 75 Any poll on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
- 76 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the chairman of the meeting shall determine the same, and such determination shall be final and conclusive. chairman to have casting vote
- 77 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. Business may proceed notwithstanding demand for poll
- 78 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings 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. Amendment of resolutions

VOTES OF SHAREHOLDERS

- App.3
Para
6(+14(3)) 79 Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of Shares, at any general meeting on a poll every Shareholder present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every Share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid or credited as paid on a Share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the Share), and on a show of hands every Shareholder who is present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy shall (save as provided otherwise in this Article) have one (1) vote. On a poll a Shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Shareholder which is a Clearing House (or its nominee(s)), each such proxy shall have one vote on a show of hands and on a poll, each such proxy is under no obligation to cast all his votes in the same way. Votes of shareholders
- App.3
Para 14 79A Where the Company has knowledge that any Shareholder is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Shareholder in contravention of such requirement or restriction shall not be counted.
- 80 Any person entitled under Article 51 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 at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Board of his right to be registered as the holder of such Shares or the Board shall have previously admitted his right to vote at such meeting in respect thereof. Votes in respect of deceased and bankrupt shareholders
- 81 Where there are joint registered holders of any Share, any one of such persons may vote at any meeting, either personally 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 personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such Share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Shareholder, and several trustees in bankruptcy or liquidators of a Shareholder in whose name any Share stands shall for the purposes of this Article be deemed joint holders thereof. Joint holders
- 82 A Shareholder of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote, whether on a poll or on a show of hands, by his committee or receiver, or other person in the nature of a committee or receiver appointed by that court, and any such committee, receiver or other person may vote on a poll by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered to such place or one of such places (if any) as is specified in accordance with these Articles for the deposit of instruments of proxy or, if no place is specified, at the Registration Office, not later than the latest time at which an instrument of proxy must, if it is to be valid for the meeting, be delivered. Votes of shareholders of unsound mind

- 83 Save as expressly provided in these Articles or otherwise determined by the Board, no person other than a Shareholder duly registered and who shall have paid everything for the time being due from him payable to the Company in respect of his Shares shall be entitled to be present or to vote (save as proxy or authorised representative for another Shareholder) whether personally, by proxy or by attorney or to be reckoned in the quorum, at any general meeting. Qualification for voting
- 84 No objection shall be raised to the qualification of any person exercising or purporting to exercise a vote or the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive. Objections to votes

APPOINTMENT OF PROXY AND CORPORATE REPRESENTATIVE

App.13
Part B3
Para 2(2)-18

- 85 Any Shareholder entitled to attend, speak and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend, speak and vote instead of him. A Shareholder who is the holder of two or more Shares may appoint more than one proxy to represent him and attend, speak and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Shareholder of the Company. On a poll or a show of hands votes may be given either personally (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy. A proxy shall be entitled to exercise the same powers on behalf of a Shareholder who is an individual and for whom he acts as proxy as such Shareholder could exercise. In addition, a proxy shall be entitled to exercise the same powers on behalf of a Shareholder which is a corporation and for which he acts as proxy as such Shareholder could exercise if it were an individual Shareholder. Proxies
- 86 No appointment of a proxy shall be valid unless it names the person appointed and his appointor. The Board may, unless it is satisfied that the person purporting to act as proxy is the person named in the relevant instrument for his appointment and the validity and authenticity of the signature of his appointor, decline such person's admission to the relevant meeting, reject his vote or, in the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Article 72, his demand for a poll and no Shareholder who may be affected by any exercise by the Board of its power in this connection shall have any claim against the Directors or any of them nor may any such exercise by the Board of its powers invalidate the proceedings of the meeting in respect of which they were exercised or any resolution passed or defeated at such meeting.

App.3
Para
11(2)-18

- 87 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 seal or under the hand of an officer or attorney duly authorised. Instrument appointing proxy to be in writing

- 88 The instrument appointing a proxy and, if requested by the Board, the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) not less than 48 hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, 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 12 Months from the date of its execution, except at an adjourned meeting where the meeting was originally held within 12 Months from such date. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person (or in the case of a Shareholder being a corporation, its duly authorised representative) at the meeting concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
- App-3
Para-11(+)
- 89 Every instrument of proxy, whether for a specified meeting or otherwise, shall be in such form as the Board may from time to time approve, provided that it shall not preclude the use of the two-way form. Any form issued to a Shareholder for use by him for appointing a proxy to attend, speak and vote at an extraordinary general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the Shareholder, according to his intentions, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of) each resolution dealing with any such business.
- 90 The instrument appointing a proxy to attend, speak and vote at a general meeting shall: (i) be deemed to confer authority upon the proxy to demand or join in demanding a poll and to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit; and (ii) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 91 A vote given in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy was executed or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its Registration Office, or at such other place as is referred to in Article 88, at least two hours before the commencement of the meeting or adjourned meeting at which the proxy is used.
- Appointment of proxy must be deposited
- Form of proxy
- Authority under instrument appointing proxy
- When vote by proxy valid though authority revoked

App. 3
Para 18

- 92 (a) Any corporation which is a Shareholder may, by resolution of its directors or other governing body or by power of attorney, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Shareholders of the Company, and the person so authorised shall be entitled to exercise the same rights and powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder of the Company. A corporate Shareholder may evidence such authorisation (including without limitation the execution of a form of proxy) under the hand of its duly authorised officer. References in these Articles to a Shareholder present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a Shareholder represented at the meeting by such duly authorised representative.

Appointment of
multiple
corporate
representatives

App.13
Part-B3
Para 619

- (b) Where a Shareholder is a Clearing House (or its nominee(s)), it may (subject to Article 93) authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of Shareholders, or (where appropriate and subject to the Companies Act) at any meeting of creditors of the Company, provided that if more than one person is so authorised, the authorisation shall specify the number and class of Shares in respect of which each such representative is so authorised. A person so authorised pursuant to the provisions of this Article 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 Clearing House (or its nominee(s)) which he represents as that Clearing House (or its nominee(s)) could exercise as if such person were an individual Shareholder, including the right to vote individually on a show of hands; and the right to speak.

- 93 Unless the Board agrees otherwise, an appointment of a corporate representative shall not be valid as against the Company unless:

Conditions for
appointment of
corporate
representatives

- (a) in the case of such an appointment by a Shareholder which is a Clearing House (or its nominee(s)), a written notification of the appointment issued by any director, the secretary or any authorised officer(s) of such Shareholder shall have been delivered at such place or one of such places (if any) as is specified in the notice of meeting or in the form of notice issued by the Company, or handed to the chairman of the meeting at the meeting or, if no place is specified, at the principal place of business maintained by the Company in the Relevant Territory from time to time before the time of holding the meeting or adjourned meeting at which the person so authorised proposes to vote or handed to the chairman of the meeting at the meeting; and
- (b) in the case of such an appointment by any other corporate Shareholder, a copy of the resolution of its directors or other governing body of the Shareholder authorising the appointment of the corporate representative or a form of notice of appointment of corporate representative issued by the Company for such purpose or a copy of the relevant power of attorney, together with an up-to-date copy of the Shareholder's constitutive documents and a list of directors or members of the governing body of the Shareholder as at the date of such resolution, or, as the case may be, power of attorney, in each case certified by a director,

secretary or a member of the governing body of that Shareholder and notarised, or, in the case of a form of notice of appointment issued by the Company as aforesaid, completed and signed in accordance with the instructions thereon or in the case of a power of attorney a notarised copy of the relevant authority under which it was signed, shall have been deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the form of notice issued by the Company as aforesaid (or, if no place is specified, at the Registration Office) not less than 48 hours before the time for holding the meeting or adjourned meeting or poll (as the case may be) at which the corporate representative proposes to vote.

- 94 No appointment of a corporate representative shall be valid unless it names the person authorised to act as the appointor's representative and the appointor is also named. The Board may, unless it is satisfied that a person purporting to act as a corporate representative is the person named in the relevant instrument for his appointment, decline such person's admission to the relevant meeting and/or reject his vote or demand for a poll and no Shareholder who may be affected by any exercise by the Board of its power in this connection shall have any claim against the Board or any of them nor may any such exercise by the Board of its powers invalidate the proceedings of the meeting in respect of which they were exercised or any resolution passed or defeated at such meeting.

REGISTERED OFFICE

- 95 The Registered Office of the Company shall be at such place in the Cayman Islands as the Board shall from time to time decide. Registered Office

BOARD OF DIRECTORS

- 96 The number of Directors shall not be less than two (2). The Company shall keep at its Registered Office a register of its directors and officers in accordance with the Companies Law Act. Number of Directors
- 97 A Director may at any time, by notice in writing signed by him delivered to the Registered Office or at the Head Office or at a meeting of the Board, appoint any person (including another Director) to act as alternate Director in his place during his absence and may in like manner at any time determine such appointment. If such person is not another Director such appointment unless previously approved by the Board shall have effect only upon and subject to being so approved. The appointment of an alternate Director shall determine on the happening of any event which, were he a Director, would cause him to vacate such office or if his appointor ceases to be a Director. An alternate Director may act as alternate to more than one Director. Alternate Directors

- 98 (a) An alternate Director shall (subject to his giving to the Company an address, telephone and facsimile number within the territory of the Head Office for the time being for the giving of notices on him and except when absent from the territory in which the Head Office is for the time being situate) be entitled (in addition to his appointor) to receive and (in lieu of his appointor) to waive notices of meetings of the Board and of any committee of the Board of which his appointor is a member and shall be entitled 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 perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative. If his appointor is for the time being absent from the territory in which the Head Office is for the time being situate or otherwise not available or unable to act, his signature to any resolution in writing of the Directors or any such committee shall be as effective as the signature of his appointor. His attestation of the affixing of the Seal shall be as effective as the signature and attestation of his appointor. An alternate Director shall not, save as aforesaid, have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- (b) 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 to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the ordinary remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- (c) A certificate by a Director (including for the purpose of this paragraph (c) an alternate Director) or the Secretary that a Director (who may be the one signing the certificate) was at the time of a resolution of the Directors or any committee thereof absent from the territory of the Head Office or otherwise not available or unable to act or has not supplied an address, telephone and facsimile number within the territory of the Head Office for the purposes of giving of notice to him shall in favour of all persons without express notice to the contrary, be conclusive of the matter so certified.
- 99 A Director or an alternate Director shall not be required to hold any qualification Shares but shall nevertheless be entitled to attend and speak at all general meetings of the Company and all meetings of any class of Shareholders of the Company.

Rights of
Alternate
DirectorsShare
qualification of
Directors or
alternate
Directors

- 100 The Directors shall be entitled to receive by way of ordinary remuneration for their services as Directors such sum as shall from time to time be determined by the Company in general meeting or by the Board, such sum (unless otherwise directed by the resolution by which it is voted) to be divided amongst the Directors in such proportions and in such manner as they may agree, or failing agreement, equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the ordinary remuneration is paid shall only rank in such division in proportion to the time during such period for which he has held office. Such remuneration shall be in addition to any other remuneration to which a Director who holds any salaried employment or office in the Company may be entitled by reason of such employment or office. Directors' remuneration
- 101 The Directors shall also be entitled to be repaid all travelling, hotel and other expenses reasonably incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board meetings, committee meetings or general meetings or otherwise incurred whilst engaged on the business of the Company or in the discharge of their duties as Directors. Directors' expenses
- 102 The Board may grant special remuneration to any Director who shall perform or has performed any special or extra services at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by way of salary, commission or participation in profits or otherwise as may be arranged. Special remuneration
- 103 Notwithstanding Articles 100, 101 and 102, the remuneration of a managing director, joint managing director, deputy managing director or an executive director or a Director appointed to any other office in the management of the Company may from time to time be fixed by the Board and may be by way of salary, commission, or 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 decide. Such remuneration shall be in addition to his ordinary remuneration as a Director. Remuneration of managing directors, etc.
- App-13 Part-B Para-5(4) 104 (a) Payments to any Director or past director of the Company of any sum by way of compensation for loss of office or as consideration for or in connection with his retirement from office (not being a payment to which the director of the Company or past director is contractually or statutorily entitled) must be approved by the Company in general meeting. Payments for compensation for loss of office
- App-13-Part-B Para-5(2) (b) Except as would, if the Company were a company incorporated in Hong Kong, be permitted by the Companies Ordinance as in force at the date of adoption of these Articles, and except as permitted under the Companies Law Act, the Company shall not directly or indirectly: Loans to Directors
- (i) make a loan to a Director or a director of any Holding Company of the Company or any of their respective Close Associates;

- (ii) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or a director of any Holding Company of the Company or any of their respective Close Associates; or
 - (iii) if any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.
- (c) Article 104(a) and (b) shall only apply during the Relevant Period.
- 105 A Director shall vacate his office:
- (a) if he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally; or
 - (b) if he dies or becomes of unsound mind as determined pursuant to an order made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs and the Board resolves that his office be vacated; or
 - (c) if he absents himself from the meetings of the Board during a continuous period of six months, without special leave of absence from the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board pass a resolution that he has by reason of such absence vacated his office; or
 - (d) if he becomes prohibited by law from acting as a Director, or he ceases to be a Director by virtue of any provision of law or is removed from office pursuant to these Articles; or
 - (e) if he has been validly required by the stock exchange of the Relevant Territory to cease to be a Director and the relevant time period for application for review of or appeal against such requirement has lapsed and no application for review or appeal has been filed or is underway against such requirement; or
 - (f) if by notice in writing delivered to the Company at its Registered Office or at the Head Office or tendered at a meeting of the Board he resigns his office; or
 - (g) if he shall be removed from office by an Ordinary Resolution of the Company under Article 114; or
 - (h) if he shall be removed from the office by notice in writing served on him signed by not less than $\frac{3}{4}$ in number (or if that is not a round number, the nearest lower round number) of the Directors (including himself) then in office.

When office of
Director to be
vacated

106 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.

App-13
Part-B
Para-5(3)

- 107 (a) No Director or intended Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any person, company or partnership of or in which any Director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being any member or so interested be liable to account to the Company for any profit so realized by any such contract or arrangement by reason only of such Director holding that office or the fiduciary relationship thereby established, provided that such Director shall, if his interest in such contract or arrangement is material, declare the nature of his interest at the earliest meeting of the Board at which it is practicable for him to do so, either specifically or by way of a general notice stating that, by reason of the facts specified in the notice, he is to be regarded as interested in any contracts of a specified description which may subsequently be made by the Company.
- (b) Any Director may 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 in which the Company may be interested and (unless otherwise agreed between the Company and the Director) no such Director shall be liable to account to the Company or the Shareholders for any remuneration 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 any such other company. The Directors may exercise 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 as directors, managing directors, joint managing directors, deputy managing director, executive directors, managers or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or is 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 the manner aforesaid.
- (c) A Director may hold any other office or place of profit with the Company (except that of Auditors) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profit or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Articles.

Directors'
interests

App:3
Para 4(1)
App:3-Note 1

- (d) A Director shall not vote (nor shall he be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or proposal in which he or any of his Close Associate(s) has/have a material interest, and if he shall do so his vote shall not be counted (nor shall he be counted in the quorum for that resolution), but this prohibition shall not apply to any of the following matters namely:
- (i) the giving of any security or indemnity either:
 - (A) to the Director or his Close Associate(s) in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
 - (B) 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 or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
 - (A) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his Close Associate(s) may benefit; or
 - (B) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, his Close Associates and employees 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 or other securities of the Company.

- (e) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of or terminating the appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not prohibited from voting under paragraph (d)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- (f) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or his Close Associates or as to the entitlement of any Director (other than the chairman of the meeting) to vote or be counted in the 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 and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director or his Close Associates concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting or his Close Associates such question shall be decided by a resolution of the Board (for which purpose such chairman shall not be counted in the quorum and 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 or his Close Associates as known to him has not been fairly disclosed to the Board.

APPOINTMENT AND ROTATION OF DIRECTORS

- 108 (a) Notwithstanding any other provisions in these Articles, at each annual general meeting one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third, shall retire from office by rotation provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. A retiring Director shall be eligible for re-election. The Company at the general meeting at which a Director retires may fill the vacated office.
- (b) The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any Director who has not been subject to retirement by rotation in the three years preceding the annual general meeting shall retire by rotation at such annual general meeting. Any further Directors so to retire shall be those 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.
- (c) A Director is not required to retire upon reaching any particular age.

Rotation and
retirement of
Directors

- 109 If at any general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled, the retiring Directors or such of them as have not had their places filled shall be deemed to have been re-elected and shall, if willing, continue in office until the next annual general meeting and so on from year to year until their places are filled, unless:
- Retiring Directors to remain in office until successors appointed
- (a) it shall be determined at such meeting to reduce the number of Directors; or
- (b) it is expressly resolved at such meeting not to fill such vacated offices; or
- (c) in any such case the resolution for re-election of a Director is put to the meeting and lost; or
- (d) such Director has given notice in writing to the Company that he is not willing to be re-elected.
- 110 The Company in general meeting may from time to time fix and may from time to time by Ordinary Resolution increase or reduce the maximum and minimum number of Directors but so that the number of Directors shall not be less than two (2).
- Power of general meeting to increase or reduce number of Directors
- 111 The Company may from time to time in general meeting by Ordinary Resolution elect any person to be a Director either to fill a casual vacancy or as an additional Director. Any Director so appointed shall be subject to retirement by rotation pursuant to Article 108.
- Appointment of Directors
- App.3
Para 4(2) 112 The Board shall have power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy or as an additional Director but so that the number of Directors so appointed shall not exceed the maximum number determined from time to time by the Shareholders in general meeting. Any Director appointed by the Board to fill a casual vacancy shall hold office only until the first annual general meeting of the Company after his appointment and be subject to re-election at such meeting. ~~Any Director appointed by the Board as an addition to the existing Board shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election.~~ Any Director appointed under this Article shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at an annual general meeting.
- App.3
Para 4(4);
4(5)LR 13.70 113 No person, other than a retiring Director, shall, unless recommended by the Board for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director and notice in writing by that person of his willingness to be elected shall have been lodged at the Head Office or at the Registration Office. The period for ~~lodgment~~ lodgement of the notices required under this Article will commence no earlier than the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven days prior to the date of such general meeting and the minimum length of the period during which such notices to the Company may be given will be at least seven days.
- Notice of proposed Director to be given

App.3
Para 4(3)
App.13
Part-B
Para 5(1)

- 114 The ~~Company~~Shareholders may by Ordinary Resolution passed at a general meeting of the Company remove any Director (including a managing ~~director~~Director or other executive ~~director~~Director) before the expiration of his term of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim which such Director may have for damages for any breach of any contract between him and the Company) and may by Ordinary Resolution elect another person in his stead. Any Director so appointed shall be subject to retirement by rotation pursuant to Article 108.
- Power to remove Director by Ordinary Resolution
- BORROWING POWERS**
- 115 The Board may from time to time at its discretion exercise all the powers of the Company to raise or borrow or to secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or charge its undertaking, property and uncalled capital or any part thereof.
- Power to borrow
- 116 The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular but subject to the provisions of the Companies ~~Law~~Act, by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- Conditions on which money may be borrowed
- 117 Debentures, debenture stock, bonds and other securities (other than Shares which are not fully paid) may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- Assignment of debentures etc.
- 118 Any debentures, debenture stock, bonds or other securities (other than Shares) may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment or subscription of or conversion into Shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
- Special privileges of debentures etc.
- 119 The Directors shall cause a proper register to be kept, in accordance with the provisions of the Companies ~~Law~~Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with such provisions of the Companies ~~Law~~Act with regard to the registration of mortgages and charges as may be specified or required.
- Register of charges to be kept
- 120 If the Company issues a series of debentures or debenture stock not transferable by delivery, the Board shall cause a proper register to be kept of the holders of such debentures.
- Register of debentures or debenture stock
- 121 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 Shareholders or otherwise, to obtain priority over such prior charge.
- Mortgage of uncalled capital

MANAGING DIRECTORS, ETC.

- 122 The Board may from time to time appoint any one or more of them to the office of managing director, joint managing director, deputy managing director or other executive director and/or such other office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Article 103. Power to appoint managing directors, etc.
- 123 Every Director appointed to an office under Article 122 hereof shall, but without prejudice to any claim for damages for breach of any contract of service between himself and the Company, be liable to be dismissed or removed therefrom by the Board. Removal of managing directors, etc.
- 124 A Director appointed to an office under Article 122 shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and he shall ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause. Cessation of appointment
- 125 The Board may from time to time entrust to and confer upon a chairman, vice chairman, managing director, joint managing director, deputy managing director or executive director all or any of the powers of the Board that it may think fit provided that the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Board may from time to time make and impose, and, subject to the terms thereof, the said powers may at any time be withdrawn, revoked or varied, but no person dealing in good faith and without notice of such withdrawal, revocation or variation shall be affected thereby. Power may be delegated
- 126 The Board may from time to time appoint any person to an office or employment having a designation or title including the word “director” or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word “director” in the designation or title of any office or employment with the Company (other than the office of managing director or joint managing director or deputy managing director or executive director) shall not imply that the holder thereof is a Director nor shall such holder be empowered in any respect to act as a Director or be deemed to be a Director for any of the purposes of these Articles.

MANAGEMENT

- 127 The business of the Company shall be managed by the Board who, in addition to the powers and authorities by these Articles expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done or approved by the Company and are not hereby or by the Companies Law Act expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Companies Law Act and of these Articles and to any regulations from time to time made by the Company in general meeting not being inconsistent with such provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. General powers of Company vested in Directors

128 Without prejudice to the general powers conferred by these Articles, 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 and on such other terms as may be agreed; and
- (b) to give to any Directors, officers or employees 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.

MANAGERS

129 The Board may from time to time appoint a general manager, manager or managers of the business 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 general manager, manager or managers who may be employed by him or them upon the business of the Company.

Appointment
and
remuneration of
managers

130 The appointment of such general manager, manager or 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 and such title or titles as it may think fit.

Terms of office
and powers

131 The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as it may in its absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

Terms and
conditions of
appointment

CHAIRMAN AND OTHER OFFICERS

132 The Board may from time to time elect or otherwise appoint one of them to the office of chairman of the Company and another to be the vice chairman of the Company (or two or more vice Chairmen) and determine the period for which each of them is to hold office. The chairman of the Company or, in his absence, the vice chairman of the Company shall preside as chairman at meetings of the Board, but if no such chairman or vice chairman be elected or appointed, or if at any meeting the chairman or vice chairman is not present within five minutes after the time appointed for holding the same and willing to act, the Directors present shall choose one of their number to be chairman of such meeting. All the provisions of Articles 103, 108, 123, 124 and 125 shall *mutatis mutandis* apply to any Directors elected or otherwise appointed to any office in accordance with the provisions of this Article.

chairman, vice
chairman and
officers

PROCEEDINGS OF THE DIRECTORS

- 133 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. For the purpose of this Article an alternate Director shall be counted in a quorum separately in respect of himself (if a Director) and in respect of each Director for whom he is an alternate and his voting rights shall be cumulative and he need not use all his votes or cast all his votes in the same way. A meeting of the Board or any committee of the Board may 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.

Meeting of Directors, quorum, etc.
- 134 A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board which may be held in any part of the world, but no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Board. Notice thereof shall be given to each Director and alternate Director in person orally or in writing or by telephone or by telex or telegram or facsimile transmission at the telephone or facsimile number or address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine. A Director absent or intending to be absent from the territory in which the Head Office is for the time being situate may request the Board or the Secretary that notices of Board meetings shall during his absence be sent in writing to him at his last known address, facsimile or telex number or any other address, facsimile or telex number given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to the other Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from such territory.

Convening of Meetings of Directors
- 135 Subject to Article 107, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the chairman of the meeting shall have a second or casting vote.

How questions to be decided
- 136 A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board generally.

Powers of meeting
- 137 The Board may delegate any of its powers to committees consisting of such member(s) of them and such other person(s) as it thinks fit, and it 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, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board.

Power to appoint committee and to delegate

- 138 All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the 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 committee, and charge such remuneration to the current expenses of the Company. Act of committee to be of same effect as acts of Directors
- 139 The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not replaced by any regulations imposed by the Board pursuant to Article 137. Proceedings of committee
- 140 All acts bona fide done by any meeting of the Board or by any such committee or by any person acting as a Director shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee. When acts of Directors or committee to be valid
- 141 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Board meeting, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number of the necessary quorum or of summoning a general meeting of the Company but for no other purpose. Directors' powers when vacancies exist
- 142 (a) A resolution in writing signed by all the Directors (or their respective alternate Directors) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolutions in writing may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Directors' resolutions
- (b) Where a Director is, on the date on which a resolution in writing is last signed by a Director, absent from the territory in which the Head Office is for the time being situated, or cannot be contacted at his last known address or contact telephone or facsimile number, or is temporarily unable to act through ill-health or disability and, in each case, his alternate (if any) is affected by any of these events, the signature of such Director (or his alternate) to the resolution shall not be required, and the resolution in writing, so long as such a resolution shall have been signed by at least two Directors or their respective alternates who are entitled to vote thereon or such number of Directors as shall form a quorum, shall be deemed to have been passed at a meeting of the Board duly convened and held, provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors (or their respective alternates) for the time being entitled to receive notices of meetings of the Board at their respective last known address, telephone or facsimile number or, if none, at the Head Office and provided further that no Director is aware of or has received from any Director any objection to the resolution.

- (c) A certificate signed by a Director (who may be one of the signatories to the relevant resolution in writing) or the Secretary as to any of the matters referred to in paragraph (a) or (b) of this Article shall in the absence of express notice to the contrary of the person relying thereon, be conclusive of the matters stated on such certificate.

MINUTES AND CORPORATE RECORDS

- 143 (a) The Board shall cause minutes to be made of:
 - (i) all appointments of officers made by it;
 - (ii) the names of the Directors present at each meeting of the Board and of committees appointed pursuant to Article 137; and
 - (iii) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.
- (b) Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

Minutes of proceedings of meetings and Directors

SECRETARY

- 144 The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may, without prejudice to his right under any contract with the Company, be removed by the Board. Anything by the Companies ~~Law~~Act or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specifically on behalf of the Board.
- 145 The Secretary shall attend all meetings of the Shareholders 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 Companies ~~Law~~Act and these Articles, together with such other duties as may from time to time be prescribed by the Board.
- 146 A provision of the Companies ~~Law~~Act or of these Articles 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.

Appointment of Secretary

Duties of the Secretary

Same person not to act in two capacities at once

GENERAL MANAGEMENT AND USE OF THE SEAL

- App-3
Para-2(+)
- 147 (a) Subject to the Companies ~~Law~~Act, the Company shall have one or more Seals as the Board may determine, and may have a Seal for use outside the Cayman Islands. The Board shall provide for the safe custody of each Seal, and no Seal shall be used without the authority of the Board or a committee authorised by the Board in that behalf. Custody of Seal
- (b) Every instrument to which a Seal shall be affixed shall be signed autographically by one Director and the Secretary, or by two Directors, or by any person or persons (including a Director and/or the Secretary) appointed by the Board for the purpose, provided 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 other than autographic or may be printed thereon as specified in such resolution or that such certificates need not be signed by any person. Use of Seal
- (c) The Company may have a Securities Seal for use for sealing certificates for shares or other securities issued by the Company and no signature of any Director, officer or other person and no mechanical reproduction thereof shall be required on any such certificates or other document and any such certificates or other document to which such Securities Seal is affixed shall be valid and deemed to have been sealed and executed with the authority of the Board notwithstanding the absence of any such signature or mechanical reproduction as aforesaid. The Board may by resolution determine that the affixation of Securities Seal on certificates for shares or other securities issued by the Company be dispensed with or be affixed by printing the image of the Securities Seal on such certificates. Securities Seal
- 148 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the 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. Cheques and banking arrangements
- 149 (a) The Board may from time to time and at any time, by power of attorney under the Seal, appoint 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 Articles) 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. Power to appoint attorney

- (b) The Company may, by writing under its Seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his seal shall bind the Company and have the same effect as if it were under the Seal duly affixed by the Company.

Execution of deeds by attorney

- 150 The Board may establish any committees, regional or local boards or agencies for managing any of the affairs of the Company, either in the Relevant Territory or elsewhere, and may appoint any persons to be members of such committees, regional or local boards or agencies and may fix their remuneration, and may delegate to any committee, regional or local board or agent any of the powers, authorities and discretions vested in the Board (other than its powers to make calls and forfeit Shares), with power to sub-delegate, and may authorise the members of any regional or local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

Regional or local boards

- 151 The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds or personal pension plans for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the spouses, widows, widowers, families and dependants of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or employment.

Power to establish pension funds

AUTHENTICATION OF DOCUMENTS

- 152 (a) Any Director or the Secretary or other authorised officer of the Company shall have power to authenticate any documents affecting the constitution of the Company and any resolutions 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 of extracts; and where any books, records, documents or accounts are elsewhere than at the Registered Office or the Head Office, the local manager or such other officer of the Company having the custody thereof shall be deemed to be the authorised officer of the Company as aforesaid. Power to authenticate
- (b) A document purporting to be a document so authenticated or a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any local board or committee, or of any books, records, documents or accounts or extracts therefrom as aforesaid, and which is certified as aforesaid, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that the document authenticated (or, if this be authenticated as aforesaid, the matter so authenticated) is authentic or, as the case may be, that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting or, as the case may be, that the copies of such books, records, documents or accounts were true copies of their originals or as the case may be, the extracts of such books, records, documents or accounts are true and accurate records of the books, records, documents or accounts from which they were extracted.

CAPITALISATION OF RESERVES

- 153 (a) The Company in general meeting may, upon the recommendation of the Board, resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts which are available for distribution (including its share premium account and capital redemption reserve fund, subject to the Companies Law Act) and to appropriate such sums to the holders of Shares on the Register at the close of business on the date of the relevant resolution (or such other date as may be specified therein or determined as provided therein) in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. Power to capitalise
- (b) Subject to the Companies Law Act, whenever such a resolution as aforesaid shall have been passed, the Board shall make all appropriations and applications of the reserves or profits and undivided profits resolved to be capitalised thereby, and attend to all allotments and issues of fully paid Shares, debentures, or other securities and generally shall do all acts and things required to give effect thereto. For the purpose of giving effect to any resolution under this Article, the Board may settle any difficulty which may arise in regard to a capitalisation issue as it thinks fit, and in particular may disregard fractional entitlements or Effect of resolution to capitalise

round the same up or down and may determine that cash payments shall be made to any Shareholders in lieu of fractional entitlements or that fractions of such value as the Board may determine may be disregarded in order to adjust the rights of all parties or that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the Shareholders concerned, and no Shareholders who are affected thereby shall be deemed to be, and they shall be deemed not to be, a separate class of Shareholders by reason only of the exercise of this power. The Board may authorise any person to enter on behalf of all Shareholders interested in a capitalisation issue any agreement with the Company or other(s) providing for such capitalisation and matters in connection therewith and any agreement made under such authority shall be effective and binding upon all concerned. Without limiting the generality of the foregoing, any such agreement may provide for the acceptance by such persons of the Shares, debentures or other securities to be allotted and distributed to them respectively in satisfaction of their claims in respect of the sum so capitalised.

- (c) The provisions of paragraph (e) of Article 160 shall apply to the power of the Company to capitalise under this Article as it applies to the grant of election thereunder *mutatis mutandis* and no Shareholder who may be affected thereby shall be, and they shall be deemed not to be, a separate class of Shareholders by reason only of the exercise of this power.

DIVIDENDS AND RESERVES

- 154 Subject to the Companies Law Act and these Articles, the Company in general meeting may declare Dividends in any currency but no Dividends shall exceed the amount recommended by the Board. Power to declare dividends
- 155 (a) The Board may subject to Article 156 from time to time pay to the Shareholders such interim Dividends as appear to the Board to be justified by the financial conditions and the profits of the Company 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 to 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 it 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. Board's power to pay interim dividends
- (b) The Board may also pay half-yearly or at other suitable intervals to be settled by it any Dividend which may be payable at a fixed rate if the Board is of the opinion that the financial conditions and the profits of the Company justify the payment.

- (c) The Board may in addition from time to time declare and pay special Dividends of such amounts and on such dates and out of such distributable funds of the Company as it thinks fit, and the provisions of paragraph (a) of this Article as regards the power and exemption from liability of the Board as relate to the declaration and payment of interim Dividends shall apply, *mutatis mutandis*, to the declaration and payment of any such special Dividends.
- 156 (a) No Dividend shall be declared or paid or shall be made otherwise than in accordance with the Companies ~~Law~~Act. Dividends not to be paid out of capital
- (b) Subject to the provisions of the Companies ~~Law~~Act but without prejudice to paragraph (a) of this Article, where any asset, business or property is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) the profits and losses thereof as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company, and be available for Dividend accordingly. Subject as aforesaid, if any Shares or securities are purchased cum Dividend or interest, such Dividend or interest may at the discretion of the Board be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof or to apply the same towards reduction of or writing down the book cost of the asset, business or property acquired.
- (c) Subject to paragraph (d) of this Article all Dividends and other distributions in respect of Shares shall be stated and discharged, in the case of Shares denominated in Hong Kong dollars, in Hong Kong dollars, and in the case of Shares denominated in any other currency, in such other currency, provided that, in the case of Shares denominated in Hong Kong dollars, the Board may determine in the case of any distribution that Shareholders may elect to receive the same in any other currency selected by the Board, converted at such rate of exchange as the Board may determine.
- (d) If, in the opinion of the Board, any Dividend or other distribution in respect of Shares or any other payment to be made by the Company to any Shareholder is of such a small amount as to make payment to that Shareholder in the relevant currency impracticable or unduly expensive either for the Company or the Shareholder then such Dividend or other distribution or other payment may, at the absolute discretion of the Board, be, if this be practicable, converted at such rate of exchange as the Board may determine and paid or made in the currency of the country of the relevant Shareholder (as indicated by the address of such Shareholder on the Register).
- 157 Notice of the declaration of an interim Dividend shall be given in such manner as the Board shall determine. Notice of interim dividend
- 158 No Dividend or other moneys payable on or in respect of a Share shall bear interest as against the Company. No interest on dividend

- 159 Whenever the Board or the Company in general meeting 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 any other company, or in any one or more of such ways, with or without offering any rights to Shareholders to elect to receive such Dividend in cash, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may 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 Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties and may determine that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the Shareholders concerned, and may vest any such specific assets in trustees as may seem expedient to the Board and may authorise any person to sign any requisite instruments of transfer and other documents on behalf of all Shareholders interested in the Dividend and such instrument and document shall be effective. The Board may further authorise any person to enter into on behalf of all Shareholders having an interest in any agreement with the Company or other(s) providing for such Dividend and matters in connection therewith and any such agreement made under such authority shall be effective. The Board may resolve that no such assets shall be made available or made to Shareholders 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 or the legality or practicality of which may be time consuming or expensive to ascertain whether in absolute terms or in relation to the value of the holding of Shares of the Shareholder concerned and in any such event the only entitlement of the Shareholders aforesaid shall be to receive cash payments as aforesaid. Shareholders affected as a result of exercise by the Board of its discretion under this Article shall not be, and shall be deemed not to be, a separate class of Shareholders for any purposes whatsoever. Dividend in specie
- 160 (a) Whenever the Board or the Company in general meeting has resolved that a Dividend be paid or declared on the share capital of the Company, the Board may further resolve, either: Scrip dividend
- (i) that such Dividend be satisfied wholly or in part in the form of an allotment of Shares credited as fully paid on the basis that the Shares so allotted shall be of the same class or classes as the class or classes already held by the allottee, provided that the Shareholders entitled thereto will be entitled to elect to receive such Dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (A) the basis of any such allotment shall be determined by the Board;
 - (B) the Board, after determining the basis of allotment, shall give not less than 14 clear days' notice in writing to the Shareholders 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;

- (C) 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
- (D) Dividend (or that part of the Dividend to be satisfied by the allotment of Shares as aforesaid) shall not be payable in cash in respect whereof the cash election has not been duly exercised (“**the non-elected Shares**”) and in lieu and in satisfaction thereof Shares shall be allotted credited as fully paid to the holders of the non-elected Shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company’s reserve accounts (including any special account, or share premium account (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the non-elected Shares on such basis;

or

- (ii) that Shareholders entitled to such Dividend will be entitled to elect to receive an allotment of Shares credited as fully paid in lieu of the whole or such part of the Dividend as the Board may think fit on the basis that the Shares so allotted shall be of the same class or classes as the class or classes of Shares already held by the allottee. In such case, the following provisions shall apply:
 - (A) the basis of any such allotment shall be determined by the Board;
 - (B) the Board, after determining the basis of allotment, shall give not less than 14 clear days’ notice in writing to the Shareholders 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;
 - (C) 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
 - (D) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable on Shares in respect whereof the Share election has been duly exercised (“**the elected Shares**”) and in lieu thereof Shares shall be allotted credited as fully paid to the holders of the elected Shares on the basis of allotment determined as aforesaid and for such

purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, contributed surplus account, share premium account and capital redemption reserve fund (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the elected Shares on such basis.

- (b) The Shares allotted pursuant to the provisions of paragraph (a) of this Article shall rank *pari passu* in all respects with the Shares then in issue and held by the allottee in respect of which they were allotted, save only as regards participation:
- (i) in the relevant Dividend (or the right to receive or to elect to receive an allotment of Shares in lieu thereof as aforesaid); or
 - (ii) 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 its proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (a) of this Article in relation to the relevant Dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall have specified that the Shares to be allotted pursuant to the provisions of paragraph (a) of this Article shall rank for participation in such distribution, bonus or rights.
- (c) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (a) of this Article 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 Shareholders concerned), and no Shareholders who will be affected thereby shall be, and they shall be deemed not to be, a separate class of Shareholders by reason only of the exercise of this power. The Board may authorise any person to enter into on behalf of all Shareholders 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.
- (d) The Company may upon the recommendation of the Board by Ordinary Resolution resolve in respect of any one particular Dividend that notwithstanding the provisions of paragraph (a) of this Article a Dividend may be satisfied wholly in the form of an allotment of Shares credited as fully paid without offering any right to Shareholders to elect to receive such Dividend in cash in lieu of such allotment.

- (e) The Board may on any occasion determine that rights of election and the allotment of Shares under paragraph (a) of this Article 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 be unlawful or impracticable or the legality or practicability of which may be time consuming or expensive to ascertain whether in absolute terms or in relation to the value of the holding of Shares of the Shareholder concerned, and in such event the provisions aforesaid shall be read and construed subject to such determination and no Shareholder who may be affected by any such determination shall be, and they shall be deemed not to be, a separate class of Shareholders for any purposes whatsoever.
- 161 The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising Dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (including in the repurchase by the Company of its own securities or the giving of any financial assistance for the acquisition of its own securities) 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 by way of Dividend. Reserves
- 162 Unless and to the extent that the rights attached to any Shares or the terms of issue thereof otherwise provide, all Dividends shall (as regards any Shares not fully paid throughout the period in respect of which the Dividend is paid) be apportioned and paid pro rata according to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the Dividend is paid. For the purposes of this Article no amount paid on a Share in advance of calls pursuant to Article 38 shall be treated as paid on the Share. Dividends to be paid in proportion to paid up capital
- 163 (a) The Board may retain any Dividends or other moneys payable on or in respect of a Share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. Retention of dividends, etc.
- (b) The Board may deduct from any Dividend or other money payable to any Shareholder all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise. Deduction of debts
- 164 Any general meeting sanctioning a Dividend may make a call on the Shareholders of such amount as the meeting fixes, but so that the call on each Shareholder shall not exceed the Dividend payable to him, and so that the call shall be made payable at the same time as the Dividend, and the Dividend may, if so arranged between the Company and the Shareholder, be set off against the call. Dividend and call together

- 165 A transfer of Shares shall not, as against the Company but without prejudice to the rights of the transferor and transferee inter se, pass the right to any Dividend or bonus declared thereon before the registration of the transfer. Effect of transfer
- 166 If two or more persons are registered as joint holders of any Share, any one of such persons may give effectual receipts for any Dividends and other moneys payable and bonuses, rights and other distributions in respect of such Shares. Receipt for dividends by joint holders of share
- 167 Unless otherwise directed by the Board, any Dividend or other moneys payable or bonuses, rights or other distributions in respect of any Share may be paid or satisfied by cheque or warrant or certificate or other documents or evidence of title sent through the post to the registered address of the Shareholder entitled, or, in the case of joint holders, to the registered address of that one whose name stands first in the Register in respect of the joint holding or to such person and to such address as the holder or joint holders may in writing direct. Every cheque, warrant, certificate or other document or evidence of title so sent shall be made payable to the order of the person to whom it is sent or, in the case of certificates or other documents or evidence of title as aforesaid, in favour of the Shareholder(s) entitled thereto, and the payment on any such cheque or warrant by the banker upon whom it is drawn shall operate as a good discharge to the Company in respect of the Dividend and/or other moneys represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Every such cheque, warrant, certificate or other document or evidence of title as aforesaid shall be sent at the risk of the person entitled to the Dividend, money, bonus, rights and other distributions represented thereby. Payment by post
- App-3
Para-3(2) 168 All Dividends, bonuses or other distributions or the proceeds of the realisation of any of the foregoing unclaimed for one year after having been declared by the Company until claimed and, notwithstanding any entry in any books of the Company may be invested or otherwise made use of by the Board for the benefit of the Company or otherwise howsoever, and the Company shall not be constituted a trustee in respect thereof. All Dividends, bonuses or other distributions or the proceeds of the realisation of any of the foregoing unclaimed for six years after having been declared may be forfeited by the Board and, upon such forfeiture, shall revert to the Company and, in the case where any of the same are securities of the Company, may be re-allotted or re-issued for such consideration as the Board thinks fit and the proceeds thereof shall accrue to the benefit of the Company absolutely. Unclaimed Dividend

RECORD DATE

- 169 Subject to the Listing Rules, any resolution declaring a Dividend or other distribution 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 made to the persons registered as the holder of such Shares at the close of business on a particular date or at a particular time on a particular date, and thereupon the Dividend or other distribution shall be payable or made to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such Dividend or other distribution between the transferors and transferees of any such Shares. The Record dates

provisions of this Article shall *mutatis mutandis* apply to determining the Shareholders entitled to receive notice and vote at any general meeting of the Company, bonuses, capitalisation issues, distributions of realised and unrealised capital profits or other distributable reserves or accounts of the Company and offers or grants made by the Company to the Shareholders.

- 170 The Company in general meeting may at any time and from time to time resolve that any surplus moneys in the hands of the Company representing capital profits arising from moneys received or recovered in respect of or arising from the realisation of any capital assets of the Company or any investments representing the same and not required for the payment or provision of any fixed preferential Dividend instead of being applied in the purchase of any other capital assets or for other capital purposes be distributed amongst its Shareholders on the footing that they receive the same as capital and in the Shares and proportions in which they would have been entitled to receive the same if it had been distributed by way of Dividend, provided that no such surplus moneys as aforesaid shall be so distributed unless the Company will remain solvent after the distribution, or the net realisable value of the assets of the Company will after the distribution be greater than the aggregate of its liabilities, share capital and share premium account. Distribution of realised capital profits
- Distribution of realised capital profits

ANNUAL RETURNS

- 171 The Board shall make or cause to be made such annual or other returns or filings as may be required to be made in accordance with the Companies ~~Law~~Act. Annual Returns

ACCOUNTS

- App.13
Part B
Para 4(+)
- 172 The Board shall cause proper books of account to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place; and of the assets and liabilities of the Company and of all other matters required by the Companies ~~Law~~Act necessary to give a true and fair view of the state of the Company's affairs and to show and explain its transactions. The financial year end of the Company shall be 31 March in each calendar year or as otherwise determined by the Board. Accounts to be kept
- 173 The books of account shall be kept at the Head Office or at such other place or places as the Board thinks fit and shall always be open to the inspection of the Directors. Where accounts to be kept
- 174 No Shareholder (not being a Director) or other person shall have any right of inspecting any account or book or document of the Company except as conferred by the Companies ~~Law~~Act or ordered by a court of competent jurisdiction or authorised by the Board or the Company in general meeting. Inspection by shareholders

- App:13
Part B
Para 3(3)
- 175 (a) The Board shall from time to time cause to be prepared and laid before the Company at its annual general meeting profit and loss accounts and balance sheets of the Company and such other reports and documents as may be required by law and the Listing Rules. The accounts of the Company shall be prepared and audited based on the generally accepted accounting principles of Hong Kong, the International Accounting Standards, or such other standards as may be permitted by the HK Stock Exchange.
- Annual profit and loss account and balance sheet
- App:3
Para 5
App:13
Part B
Para 3(3);
4(2)
- (b) Subject to paragraph (c) below, every balance sheet of the Company shall be signed on behalf of the Board by two of the Directors and a copy of every balance sheet (including every document required by law to be comprised therein or annexed thereto) and profit and loss account which is to be laid before the Company at its annual general meeting, together with a copy of the Directors' report and a copy of the Auditors' report thereon, shall, not less than 21 days before the date of the meeting be delivered or sent by post together with the notice of annual general meeting to every Shareholder and every Debenture Holder of the Company and every other person entitled to receive notices of general meetings of the Company under the provisions of these Articles, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Shares or Debentures, but any Shareholder or Debenture Holder to whom a copy of those documents has not been sent shall be entitled to receive a copy free of charge on application at the Head Office or the Registration Office. If all or any of the Shares or Debentures or other securities of the Company shall for the time being be (with the consent of the Company) listed or dealt in on any stock exchange or market, there shall be forwarded to such stock exchange or market such number of copies of such documents as may for the time being be required under its regulations or practice.
- Annual report of Directors and balance sheet to be sent to shareholders
- (c) Subject to the Listing Rules, the Company may send summarised financial statements to Shareholders who has, in accordance with the Listing Rules, consented and elected to receive summarised financial statements instead of the full financial statements. The summarised financial statements must be accompanied by any other documents as may be required under the Listing Rules and must be sent to the Shareholders not less than twenty-one days before the general meeting to those Shareholders that have consented and elected to receive the summarised financial statements.

AUDITORS

- App. 3
Para 17
- 176 (a) The Company shall at each annual general meeting or at any subsequent extraordinary general meeting in each financial year by Ordinary Resolution passed by Shareholders appoint one or more firms of auditors to hold office until the conclusion of the next annual general meeting on such terms and with such duties as may be agreed with the Board, but if an appointment is not made, the Auditors in office shall continue in office until a successor is appointed. A Director, officer or employee of any such Director, officer or employee shall not be appointed Auditors of the Company. ~~The~~The remuneration of the Auditors shall be fixed by or on the authority of the Shareholders in the general meeting by Ordinary Resolution or in such manner as the Shareholders may determine.
- Appointment of Auditors

~~(a)~~(b) Subject to the Listing Rules, the Board may fill any casual vacancy in the office of Auditors, but while any such vacancy continues the surviving or continuing Auditors (if any) may act. ~~The remuneration of the Auditors shall be fixed by or on the authority of the Company in the annual general meeting except that in any particular year the Company in general meeting may delegate the fixing of such remuneration to the Board, and the remuneration of any Auditors appointed to fill any casual vacancy by the Board under this Article may be fixed by the Board. Subject to Article 176(c), an Auditor appointed under this Article shall hold office until the next following annual general meeting of the Company after his appointment and shall then be eligible for re-appointment by the Shareholders under Article 176(a) at such remuneration to be fixed by or on the authority of the Shareholders pursuant to Article 176(a).~~

App. 3
Para 17

(b)(c) The Shareholders may, at any general meeting convened and held in accordance with these Articles, remove the Auditors by ~~Special~~Ordinary Resolution at any time before the expiration of the term of office and shall, by Ordinary Resolution, at that meeting appoint new auditors in its place for the remainder of the term.

App. 13
Part B
Para 4(2)

177 The Auditors of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information as may be necessary for the performance of his or their duties, and the Auditors shall audit every balance sheet and profit and loss account of the Company in each year and prepare an Auditors' report thereon to be annexed thereto. Such report shall be laid before the Company in the annual general meeting.

Auditors to have right of access to books and accounts

178 No person other than the retiring Auditors shall be appointed as Auditors at an annual general meeting unless notice of an intention to nominate that person to the office of Auditors has been given to the Company not less than 14 clear days before the annual general meeting, and the Company shall send a copy of any such notice to the retiring Auditors and shall give notice thereof to the Shareholders not less than seven days before the annual general meeting provided that the above requirement for sending a copy of such notice to the retiring Auditors may be waived by notice in writing by the retiring Auditors to the Secretary.

Appointment of auditors other than retiring auditors

179 All acts done by any person acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment or subsequently became disqualified.

Defect of appointment

NOTICES

App:3
Para 7(1);
7(2)

- 180 (a) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles shall be in writing or, to the extent permitted by the Companies Law Act and the Listing Rules from time to time and subject to this Article, contained in an electronic communication. A notice calling a meeting of the Board need not be in writing.
- (b) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. In case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders. Without limiting the generality of the foregoing but subject to the Companies Law Act and the Listing Rules, a notice or document may be served or delivered by the Company to any Shareholder by electronic means to such address as may from time to time be authorised by the Shareholder concerned or by publishing it on a website and (where required by the Listing Rules) notifying the Shareholder concerned that it has been so published.
- (c) Any such notice or document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. Where any notice or document is served or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.
- (d) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid envelope or wrapper addressed to the Company or to such officer at the Head Office or Registered Office.
- (e) The Board may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board.

Sums
Service of
notices

App. 3
Para 7(3)

- 181 (a) Any Shareholder whose registered address is outside the Relevant Territory may notify the Company in writing of an address in the Relevant Territory which for the purpose of service of notice shall be deemed to be his registered address. Where the registered address of the Shareholder is outside the Relevant Territory, notice, if given through the post, shall be sent by prepaid airmail letter where available.
- (b) Any Shareholder who fails (and, where a Share is held by joint holders, where the first joint holder named on the register fails) to supply his registered address or a correct registered address to the Company for service of notices and documents on him shall not (and where a Share is held by joint holders, none of the other joint holders whether or not they have supplied a registered address shall) be entitled to service of any notice or documents by the Company and any notice or document which is otherwise required to be served on him may, if the Board in its absolute discretion so elects (and subject to them re-electing otherwise from time to time), be served, in the case of notices, by displaying a copy of such notice conspicuously at the Registered Office and the Head Office or, if the Board sees fit, by advertisement in the Newspapers, and, in the case of documents, by posting up a notice conspicuously at the Registered Office and the Head Office addressed to such Shareholder which notice shall state the address within the Relevant Territory at which he served in the manner so described which shall be sufficient service as regards Shareholders with no registered or incorrect addresses, provided that nothing in this paragraph (b) shall be construed as requiring the Company to serve any notice or document on any Shareholder with no or an incorrect registered address for the service of notice or document on him or on any Shareholder other than the first named on the register of members of the Company.
- (c) If on three consecutive occasions notices or other documents have been sent through the post to any Shareholder (or, in the case of joint holders of a share, the first holder named on the register) at his registered address but have been returned undelivered, such Shareholder (and, in the case of joint holders of a Share, all other joint holders of the share) shall not thereafter be entitled to receive or be served (save as the Board may elect otherwise pursuant to paragraph (b) of this Article) and shall be deemed to have waived the service of notices and other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address for the service of notices on him.
- 182 Any notice or other document, if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which the letter, envelope, or wrapper containing the same is put into the post. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as prepaid mail. Any notice or document not sent by post but left by the Company at a registered address shall be deemed to have been served or delivered on the day it was so left. Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the day following that on which the electronic communication was sent by or on behalf of the Company. Any notice or document served or delivered by the Company by any other means authorised in writing by the Shareholder concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose. Any notice or other document published by way of advertisement or on a website shall be deemed to have been served or delivered on the day it was so published.

Shareholders
out of the
Relevant
TerritoryWhen notice
deemed to be
served

- 183 A notice or document may be given by the Company to the person entitled to a Share in consequence of the death, mental disorder, bankruptcy or liquidation of a Shareholder by sending it through the post in a prepaid envelope or wrapper addressed to him by name, or by the title of representative of the deceased, the trustee of the bankrupt or the liquidator of the Shareholder, 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 or document in any manner in which the same might have been given if the death, metal disorder, bankruptcy or winding up had not occurred. Service of notice to persons entitled on death, mental disorder or bankruptcy
- 184 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 served to the person from whom he derives his title to such share. Transferee to be bound by prior notices
- 185 Any notice or document delivered or sent by post to, or left at the registered address of any Shareholder in pursuance of these Articles, shall notwithstanding that such Shareholder be then deceased, bankrupt or wound up and whether or not the Company has notice of his death, bankruptcy or winding up, be deemed to have duly served in respect of any registered Shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such Shares. Notice valid though shareholder deceased, bankrupt
- 186 The signature to any notice or document to be given by the Company may be written or printed. How notice to be signed

INFORMATION

- 187 No Shareholder (not being a Director) shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company which in the opinion of the Board will be inexpedient in the interests of the Shareholders of the Company to communicate to the public. Shareholders not entitled to information

WINDING UP

App. 3
Para 21

- 188 Subject to the Companies ~~Law~~Act, a resolution that the Company be wound up ~~by the Court or be wound up~~ voluntarily shall be passed by way of a Special Resolution. Modes of winding
Winding up
voluntarily
- 189 If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be divided among the Shareholders in proportion to the capital paid up on the Shares held by them respectively, and if such surplus assets shall be insufficient to repay the whole of the paid up capital, they shall be distributed, subject to the rights of any Shares which may be issued on special terms and conditions, so that, as nearly as may be, the losses shall be borne by the Shareholders in proportion to the capital paid on the Shares held by them respectively. Distribution of assets in winding up

- 190 If the Company shall be wound up (in whatever manner) the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Companies Law Act, divide among the Shareholders in specie or kind the whole or any part of the assets of the Company whether the assets shall consist of property of one kind or shall consist of properties of different kinds and the liquidator may, for such purpose, set such value as he deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders and the Shareholders within each class. The liquidator may, with the like sanction, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like sanction, shall think fit, but so that no Shareholder shall be compelled to accept any Shares or other assets upon which there is a liability.

Assets may be distributed in specie

INDEMNITY

- 191 The Directors, managing directors, alternate Directors, Auditors, Secretary and other officers for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and their respective executors or administrators, shall be indemnified and secured harmless out of the assets 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 executors or administrators, shall or may incur or sustain 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, except such (if any) as they shall incur or sustain through their own fraud, wilful default or dishonesty, and none of them shall be answerable for the acts, receipts, neglects or defaults of any other of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of the Company shall be placed out or invested, or for any other loss, misfortune or damage which may arise in the execution of their respective offices or trusts, or in relation thereto, except as the same shall happen by or through their own fraud, ~~dishonest~~, wilful default or ~~recklessness~~ dishonesty. The Company may take out and pay the premium and other moneys for the maintenance of insurance, bonds and other instruments for the benefit either of the Company or the Directors (and/or other officers) or any of them to indemnify the Company and/or Directors (and/or other officers) named therein for this purpose against any loss, damage, liability and claim which they may suffer or sustain in connection with any breach by the Directors (and/or other officers) or any of them of their duties to the Company.

Indemnity

UNTRACEABLE SHAREHOLDERS

- App-3
Para-13(1)
- 192 The Company may exercise the power to cease sending cheques for Dividend entitlements or Dividend warrants by post if such cheques or warrants remain uncashed on two consecutive occasions or after the first occasion on which such a cheque or warrant is returned undelivered.
- Company ceases sending dividend warrants etc.
- App-3
Para-13(2)(a)
13(2)(b)
- 193 (a) The Company shall have the power to sell, in such manner as the Board thinks fit, any Shares of a Shareholder who is untraceable, but no such sale shall be made unless:
- Company may sell shares of untraceable shareholders
- (i) during the period of 12 years prior to the date of the advertisements referred to in sub-paragraph (ii) below (or, if published more than once, the first thereof) at least three Dividends or other distributions in respect of the Shares in question have become payable or been made and no Dividend or other distribution in respect of the Shares during that period has been claimed;
 - (ii) the Company has caused an advertisement to be inserted in the Newspapers of its intention to sell such Shares and a period of three months has elapsed since the date of such advertisement (or, if published more than once, the first thereof);
 - (iii) the Company has not at any time during the said periods of 12 years and three months received any indication of the existence of the holder of such Shares or of a person entitled to such Shares by death, bankruptcy or operation of law; and
 - (iv) the Company has notified the HK Stock Exchange of its intention of such sale.
- (b) To give effect to any such sale the Board may authorise any person to transfer the said Shares and the 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 proceeds it shall become indebted to the former Shareholder for an amount equal to such net proceeds. Notwithstanding any entries made by the Company in any of its books or otherwise howsoever, no trusts 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 Article shall be valid and effective notwithstanding that the Shareholder holding the Shares sold is dead, bankrupt, wound up or otherwise under any legal disability or incapacity.

DESTRUCTION OF DOCUMENTS

194 The Company may destroy:

Destruction of
documents

- (a) any share certificate which has been cancelled at any time after the expiry of one 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 years from the date on which 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 six years from the date of registration;
- (d) any other document, on the basis of which any entry in the Register is made, at any time after the expiry of six years from the date on which an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that 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:

- (i) the foregoing provisions of this Article 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;
- (ii) nothing contained in this Article 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 (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include reference to its disposal in any manner.

SUBSCRIPTION RIGHT RESERVE

195 The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Companies Law Act:

- (a) If, so long as any of the rights attaching to any warrants issued by the Company to subscribe for Shares 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 applicable under the terms and conditions of the warrants, would reduce the subscription price to below the par value of a Share, then the following provisions shall apply: Subscription right reserve
- (i) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article) maintain in accordance with the provisions of this Article a reserve (the “**Subscription Right 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 (iii) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Right Reserve in paying up in full the amount of the shortfall referred to in sub-paragraph (iii) in respect of such additional Shares as and when the same are allotted;
- (ii) the Subscription Right Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than the 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;
- (iii) 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 shortfall between:
- (A) 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

Subscription
right reserve

- (B) 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 Right 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 holder; and
- (iv) if upon the exercise of the subscription rights represented by any warrant the amount standing to the credit of the Subscription Right Reserve is not sufficient to pay up in full such additional nominal amount of Shares equal to such shortfall 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 or not prohibited by law, the 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 then in issue. Pending such payment up 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.
- (b) Shares allotted pursuant to the provisions of this Article shall rank *pari passu* in all respects with the other Shares allotted or which ought to be allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (a) of this Article, no fraction of any Share shall be allotted on exercise of the subscription rights.
- (c) The provisions of this Article as to the establishment and maintenance of the Subscription Right 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 Article without the sanction of a Special Resolution of such warrant holder(s) or class of warrant holders.

- (d) A certificate or report by the Auditors as to whether or not the Subscription Right Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purpose for which the Subscription Right 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 Right Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and Shareholders.

STOCK

196 The following provisions shall have effect at any time and from time to time provided that they are not prohibited by or inconsistent with the Companies ~~Law~~Act:

- (a) The Company may by Ordinary Resolution convert any fully paid Shares into stock, and may from time to time by like resolution reconvert any stock into fully paid Shares of any denomination.
- (b) The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations as and subject to which the Shares from which the stock arose might prior to conversion have been transferred or as near thereto as circumstances admit, but the Board may from time to time, if it thinks fit, fix the minimum amount of stock transferable and restrict or prohibit the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the Shares from which the stock arose. No warrants to bearer shall be issued in respect of any stock.
- (c) The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards Dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the Shares from which the stock arose, but no such rights, privileges or advantages (except participation in the Dividends and profits and in the assets on winding up of the Company) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred such rights, privileges or advantages.
- (d) Such of the provisions of these Articles as are applicable to fully paid Shares shall apply to stock, and the words “Share” and “Shareholder” herein shall include “stock” and “stockholder” and “member”.

PART A: DEFINITIONS AND INTERPRETATION

“Account”	means the bank account or brokerage account opened in the name of the Trustee or Trust Holdco to be operated solely for the purposes of operating the Scheme and the funds thereof to be held directly or indirectly on trust by the Trustee for the Grantees;
“Adoption Date”	means the date of conditional approval and adoption of the Scheme by the Shareholders by way of written resolutions or in general meeting, with effect from the date of the conditions precedent set out in the Scheme Rules being fulfilled;
“Affiliate(s)”	shall include the following: (a) any direct or indirect holding company of the Company; (b) any direct or indirect Subsidiary of any company included in (a) above; and (c) any associated company of the Company, but excluding any members of the Group;
“Applicable Laws”	means any relevant laws and regulations (including those of both Hong Kong and overseas jurisdiction as may be applicable);
“Articles”	means the articles of association of the Company from time to time;
“associate(s)”	has the meaning given to it in the Listing Rules;
“associated company”	means a company which is for the time being and from time to time an associated company (within the meaning of the Companies Ordinance) of the Company, whether incorporated in Hong Kong or elsewhere and “associated companies” shall be construed accordingly;
“Auditors”	means the auditors of the Company for the time being;
“Award”	means an award of Shares by the Board or the Committee pursuant to the Scheme Rules to a Grantee;
“Award Letter”	has the meaning given to it in the Scheme Rules;

“Awarded Shares”	means in respect of a Grantee, such number of Shares determined by the Board or the Committee and granted to such Grantee under the Award pursuant to the Scheme Rules;
“Board”	means the board of directors of the Company for the time being and from time to time;
“Business Day”	means a day other than a Saturday or Sunday or public holiday on which banks generally in Hong Kong are open for the transaction of normal banking business;
“chief executive”	has the meaning given to it in the Listing Rules;
“close associate(s)”	has the meaning given to it in the Listing Rules;
“Committee”	means the person(s) from time to time delegated by the Board with the power and authority to administer the Scheme;
“Companies Ordinance”	means the Companies Ordinance, Chapter 622 of the laws of Hong Kong;
“Company”	means Golden Ponder Holdings Limited金倫控股有限公司, a company incorporated in the Cayman Islands, the shares of which are listed on the Main Board;
“connected person(s)”	has the meaning given to it in the Listing Rules;
“control”	means the power to exercise a controlling influence over the management of a company and any person who is entitled, directly or through one or more controlled companies, to exercise or control the exercise of 30% (or such lower amount as may from time to time be specified in the Codes on Takeovers and Mergers approved by the Securities and Futures Commission as being the level for triggering a mandatory general offer) or more of the voting power at general meetings of the company or who is or are in a position to control the composition of a majority of the board of directors of the company shall be deemed to control such company and the terms “ is controlled by ” and “ controlling ” shall have corresponding meanings;
“controlling shareholder(s)”	has the meaning given to it in the Listing Rules;
“core connected person(s)”	has the meaning given to it in the Listing Rules;
“Director(s)”	means the director(s) of the Company from time to time;

“Eligible Participant”	has the meaning given to it in the Scheme Rules;
“Employee(s)”	means any person employed by any company of the Group as an employee (whether full-time or part-time) as stipulated in the Scheme Rules;
“Employee Participant”	has the meaning given to it in the Scheme Rules;
“Excluded Eligible Participant”	means any Eligible Participant who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the Scheme Rules is not permitted or subject to limit or restriction under the Applicable Laws or where in the view of the Board or the Committee or the Trustee (as the case may be), compliance with the Applicable Laws makes it necessary or expedient to exclude such Eligible Participant;
“Grantee”	means an Eligible Participant selected by the Board or the Committee pursuant to the Scheme Rules for the grant of an Award;
“Group”	means the Company and its Subsidiaries, and “ member of the Group ” shall be construed accordingly;
“HK\$”	means Hong Kong dollar, the lawful currency of Hong Kong;
“holding company”	means a company which is for the time being and from time to time a holding company (within the meaning of the Companies Ordinance) of the Company, whether incorporated in Hong Kong or elsewhere and “ holding companies ” shall be construed accordingly;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Individual Limit”	has the meaning given to it in the Scheme Rules;
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Main Board”	means the Main Board of the Stock Exchange;
“Model Code”	means the Model Code in Appendix 10 to the Listing Rules;
“Partial Lapse”	has the meaning given to it in the Scheme Rules;

“Personal Representative(s)”	means the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee, is or are entitled to the Award to be vested in such Grantee;
“Refreshed Mandate Limit”	has the meaning given to it in the Scheme Rules;
“Related Entity Participant”	has the meaning given to it in the Scheme Rules;
“Related Income”	means all income or distribution derived from a Share (net of all expenses or charges incurred in relation to the receipt or payment of such income) held upon the Trust in the form of Shares (including but not limited to, any bonus Shares or scrip Shares received in respect of the Share) or money and, for the avoidance of doubt, excludes any Residual Cash;
“Remuneration Committee”	means the remuneration committee of the Board established pursuant to the Listing Rules and has the meaning given to it in the Scheme Rules;
“Residual Cash”	means being cash remaining in the Account or the trust fund of the Trust (including interest income derived from deposits maintained with licensed banks in Hong Kong) which has not been applied in the acquisition or subscription of Trust Shares or Awarded Shares;
“Returned Shares”	means such Awarded Shares or Related Income which are not vested and/or forfeited in accordance with the Scheme Rules (whether as a result of a Total Lapse or a Partial Lapse or otherwise), or such Shares being deemed to be Returned Shares in accordance with the Scheme Rules and the Trust Deed;
“Scheme”	means “Envision Greenwise Share Award Scheme” constituted and governed by the Scheme Rules;
“Scheme Mandate Limit”	has the meaning given to it in the Scheme Rules;
“Scheme Period”	has the meaning given to it in the Scheme Rules;
“Scheme Rules”	means these rules relating to the Scheme, in its present form or as amended from time to time in accordance with the provisions hereof;
“Service Provider(s)”	means any persons who provide services to the Group on a continuing and recurring basis in its ordinary and usual course of businesses which are material to the long-term growth of the Group;

“Service Provider Participant”	has the meaning given to it in the Scheme Rules;
“Service Provider Sublimit”	has the meaning given to it in the Scheme Rules;
“Shareholder(s)”	means holder(s) of Shares from time to time;
“Shares”	means ordinary shares of HK\$0.01 each in the capital of the Company, or if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such nominal amount as shall result from any such sub-division, consolidation, reclassification or re-construction;
“Shares Pool”	has the meaning given to it in the Scheme Rules;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Subsidiary”	means a company which is for the time being and from time to time a subsidiary (within the meaning of the Companies Ordinance) of the Company, whether incorporated in Hong Kong or elsewhere and “Subsidiaries” shall be construed accordingly;
“substantial shareholder(s)”	has the meaning given to it in the Listing Rules;
“Total Lapse”	has the meaning as set out in the Scheme Rules;
“Trust”	means the trust constituted by the Trust Deed;
“Trust Deed”	means a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time) in respect of the appointment of the Trustee for the administration of the Scheme;
“Trust Holdco”	means Golden Gemstone Limited, a company incorporated in the British Virgin Islands, which is wholly owned by the Trustee as trustee of the Trust;
“Trust Shares”	means such Shares that are held, directly or indirectly, by the Trustee upon Trust which constitute the Shares Pool, from time to time for the purpose of the Scheme;
“Trustee”	means the trustee corporation or trustee corporations to be appointed by the Company for the administration of the Scheme;
“vesting”	means that the Eligible Participant is entitled to an Award subject to:

- (a) the conditions precedents in the Scheme Rules have been met or waived; and
- (b) the Vesting Conditions in accordance with the terms of the grant of the Award are met;

and “**vest**” and “**vested**” shall be construed accordingly;

“Vesting Conditions”

has the meaning given to it in the Scheme Rules;

“Vesting Date(s)”

means in respect of an Award, subject to the satisfaction of the Vesting Conditions in accordance with the terms of the grant of the Award, as set out in the relevant Award Letter, or are deemed to have vested under the Scheme Rules, and must be a Business Day;

“Vesting Notice”

has the meaning given to it in the Scheme Rules; and

“Vesting Period”

means in relation to any Grantee, the period commencing on the date on which the Awarded Shares have been provisionally set aside pursuant to an Award to such Grantee and ending on Vesting Date.

1.2 For the purposes of the interpretation of these Scheme Rules:

- 1.2.1 References to any statute, statutory provision, ordinance or other law or rule (including the Listing Rules) include any statutory instrument or regulations made under it and references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time.
- 1.2.2 Words importing gender include each gender. The singular includes the plural and vice versa.
- 1.2.3 The table of contents, headings and paragraph numbers are included for convenience only and do not affect the interpretation or construction of the Scheme Rules.
- 1.2.4 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 1.2.5 The word “**company**”, except where referring to the Company, shall be deemed to include any body, corporate, partnership, undertaking or other body of persons, whether incorporated or not incorporated and whether existing or formed after the date of the Scheme Rules.
- 1.2.6 The word “**persons**” shall be deemed to include natural persons, bodies corporate, firms, partnerships, sole proprietorships, organisations, associations, governments, foundations, trusts, undertaking or other body of persons, in each case whether or not having separate legal personality, incorporated or not incorporated and whether existing or formed after the date of the Scheme.

PART B: SUMMARY OF THE PRINCIPAL TERMS OF THE 2023 SHARE AWARD SCHEME

The following is a summary of the principal terms of the 2023 Share Award Scheme proposed to be adopted at the AGM. It does not form part of, nor is it intended to be part of the rules of the 2023 Share Award Scheme. The Directors reserve the right at any time prior to the AGM to make such amendments to the 2023 Share Award Scheme as they may consider necessary or appropriate provided that such amendments do not conflict with any material aspects with the summary in this Appendix.

1. PURPOSES OF THE SCHEME

- 1.1 The purpose of the Scheme is to recognise and acknowledge the contributions which the Eligible Participants have made or may make to the Group.
- 1.2 The Scheme will provide the Eligible Participants with an opportunity to acquire proprietary interests in the Company, with the view to achieving the following principal objectives:
 - 1.2.1 motivating the Eligible Participants to optimise their performance and efficiency for the benefit of the Group; and
 - 1.2.2 attracting and retaining or otherwise maintaining ongoing business relationships with the Eligible Participants whose contributions are, or, will be or are expected to be, beneficial to the Group.

2. WHO MAY JOIN AND CRITERIA FOR DETERMINING SELECTED PARTICIPANTS

- 2.1 The following persons are eligible to participate in, and be granted Awards under, the Scheme (each such person being an “**Eligible Participant**”):
 - 2.1.1 any Director (excluding independent non-executive Directors) and employee of the Company and any of its Subsidiaries (including persons who are granted Awards under the Scheme as an inducement to enter into employment contracts with the respective company of the Group (each such person being an “**Employee Participant**”));
 - 2.1.2 any Director and employee of the Affiliate (each such person being a “**Related Entity Participant**”); and
 - 2.1.3 any Service Providers whom the Board or the Committee, in its sole discretion, determines that have contributed or will contribute to the Group (each such person being a “**Service Provider Participant**”).

- 2.2 In determining the basis of eligibility of each Eligible Participant, the Board or the Committee would take into account of, among others, the experience of the Eligible Participant on the business of the Group, the length of service of the Eligible Participant with the Group (if the Eligible Participant is an employee or a director of any member of the Group), the actual degree of involvement in and/or cooperation with the Group and length of collaborative relationship the Eligible Participant has established with the Group (if the Eligible Participant is a Service Provider of any member of the Group), and the amount of support, assistance, guidance, advice, efforts and contributions that the Eligible Participant has exerted and given towards the success of the Group and/or the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.
- 2.3 In determining the basis of eligibility of Related Entity Participants, the Board or the Committee will consider, among others, their participation and contribution to the development of the Group and/or the extent of benefits and synergies brought to the Group.
- 2.4 The basis of eligibility of any of the Service Provider Participants shall be determined by the Board or the Committee from time to time on the basis of their contribution to the development and growth of the Group. Such assessment will be based on various factors, inter alia, (i) individual performance, time commitment and responsibilities according to the prevailing market practice and industry standard, (ii) the length of engagement and/or business relationship with the Group, (iii) the materiality and nature of the business relationship with the Group, (iv) track record in the quality of the services provided to and/or cooperation with the Group, and (v) the scale of business dealings with the Group with regard to factors such as the actual or expected change in the revenue or profits of the Group which is or may be attributable to the Service Provider Participants. For the avoidance of doubt, Service Providers shall exclude placing agents or financial advisers providing advisory services to the Group for fundraising, merger or acquisitions and professional service providers such as auditors or valuers who provide assurance or are required to perform their services to the Group with impartiality and objectivity.

Set out below is the scope of service and the Board's assessment of the eligibility for each category of Service Providers.

Category	Scope of service	The Board's assessment of the eligibility of the Service Provider
(i) Building experts	<p>Service Providers under this category are building experts with professional qualifications recognised by regulatory authorities or professional organisations or academic institutions, such as the Building Authority of Hong Kong and the Hong Kong Institute of Architects, who support the Group's superstructure building and repair, maintenance, alteration and addition ("RMAA") works service segment by leading, supervising or monitoring project team(s) to formulate a comprehensive construction plan, obtain all necessary approvals and consensus from regulatory authorities in a timely manner and ensure the construction projects comply with the regulatory requirements and industry standards throughout various stages of construction, or assisting the Group to explore new business opportunities, develop new business products, bring in new technology/system or formulate a plan to increase the efficiency of the Group, on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such building expert, including but not limited to (i) professional qualification, background, experience, track record and expertise in the industry; (ii) the frequency of collaboration and length of business relationship between the building expert and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the building expert to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant building expert.</p>

Category	Scope of service	The Board's assessment of the eligibility of the Service Provider
(ii) Industry professionals	<p>Service Providers under this category are industry professionals who have at least 10 years of experience in either construction or reverse supply chain management and environmental-related service industry, especially in project management, who can support the Group's businesses by leading, supervising or monitoring project team(s) to formulate and write up cost-efficient work plans/designs for project pitching, assisting the Group to explore new business opportunities, developing new business products or bringing in new technology/system or formulate a plan to increase the efficiency of the Group, and collaborate/liaise with other professional parties, on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such industry professional, including but not limited to (i) background, experience and track record, and whether they meet with the business requirements of the Group; (ii) the frequency of collaboration and length of business relationship between the industry professional and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the industry professional to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant industry professional.</p>
(iii) Consultants	<p>Service Providers under this category are consultants who can support the Group's businesses by assisting the Group to explore new business opportunities/seek business cooperation or strategic alliance opportunities, or review the Group's corporate policies and procedures and provide recommendations as to year-to-year business planning, business operation and resource management, and to review past and existing investments and return of the Group, whereby the consultants shall provide annual report and quarterly review based on the market situation and financial information of the Group, and to provide similar scope of consulting services on any ad-hoc projects undertaken by the Group from time to time. Consultants shall formulate business strategies for the long-term development of the Group (including but not limited to marketing plans, product and service commercialization, and strategic planning on corporate and investor relations of the Company), on a continuing or recurring basis and in ordinary and usual course of business of the Group which are material to the long-term growth of the Group.</p>	<p>The Board will take into account both qualitative and quantitative factors when determining the eligibility of such consultant, including but not limited to (i) background, experience and track record; (ii) the frequency of collaboration and length of business relationship between the consultant and the Group; (iii) the materiality and nature of the business relationship with the Group, such as whether they relate to the principal business of the Group and whether such business dealings could be readily replaced by other third parties; and (iv) the potential or actual contribution of the consultant to the Group's business affairs, specifically whether its involvement can positively impact the Group's long-term development and/or business by increasing revenue or profits, or reducing costs associated with the services provided by the relevant consultant.</p>

3. ADMINISTRATION

The Scheme shall be subject to the administration of the Board and the Trustee, and the decision of the Board and the Trustee regarding the administration and operation of the Scheme shall be final and binding on all parties. Notwithstanding the foregoing, to the extent permitted under the Listing Rules, the Board may delegate the authority to administer the Scheme to the Remuneration Committee, a member of the Remuneration Committee or other person(s) as deemed appropriate at the sole discretion of the Board.

4. PURCHASE AND SUBSCRIPTION OF SHARES

4.1 In order to satisfy any Award to be granted under the Scheme from time to time, the Trustee shall maintain a pool of Shares which comprise the following (the “**Shares Pool**”):

- (i) issued Shares as may be purchased by the Trustee on the Stock Exchange or off the market by utilising the funds allocated by the Board out of the resources of the Company;
- (ii) issued Shares as may be subscribed by the Trustee by utilising the funds allocated by the Board out of the resources of the Company, subject to (a) the grant of listing of and permission to deal in such Shares by the Stock Exchange, and (b) compliance with the applicable requirements under the Listing Rules;
- (iii) issued Shares as may be allotted or issued to the Trustee as a holder of Shares, whether by way of scrip dividend or otherwise;
- (iv) issued Shares as may be irrevocably donated or transferred by any persons recommended by the Company to the Trustee; and
- (v) Returned Shares.

For the avoidance of doubt, any new Shares subscribed by or allotted to the Trustee for the purpose of satisfying any Award under paragraph (ii) and (iii) of this clause, whether or not such Shares have been granted to an Eligible Participant, shall be considered as issued utilizing the Scheme Mandate Limit.

- 4.2 The Board or the Committee shall, after having regard to the requirements under the Scheme Rules, the Listing Rules, all Applicable Laws and all relevant circumstances and affairs of the Group (including without limitation the business and operational conditions of the Group, its business plans and cashflow requirements currently and in the near future) either before or after identification of the Grantee(s), cause to be paid to the Trustee or Trust Holdco (by way of a gift from the funds of the Company or such other persons) such amount as may be required for the purchase of existing Shares from the market or for the subscription of the new Shares by the Trustee or Trust Holdco, which will constitute the Shares Pool, and the related purchase or subscription expenses (including for the time being, the brokerage fee, stamp duty, transaction levy, trading fee and investor compensation levy and such other necessary expenses required for the completion of the purchase or subscription of all the Awarded Shares, as applicable).
- 4.3 The Board or the Committee shall procure that the Trustee or Trust Holdco will have all the relevant Awarded Shares held in its custody within twenty (20) Business Days prior to the Vesting Date of the relevant Awarded Shares.
- 4.4 After receipt of funds from the Company pursuant to the Scheme Rules, the Trustee shall, within forty-five (45) Business Days on which trading of the Shares has not been suspended or dealings by the Directors are not prohibited under the Model Code, any code or requirement of the Listing Rules and all Applicable Laws from time to time (or such longer period as the Trustee and the Board or the Committee may agree from time to time having regard to circumstances of the purchase or subscription concerned), apply the same towards, or procure Trust Holdco or authorise any other person or persons as determined by the Board or the Committee to apply the same towards, as the case may be:
- 4.4.1 the purchase of the maximum number of board lots of the Shares at the prevailing market price (subject to such maximum price as may be from time to time prescribed by the Board or the Committee); or
- 4.4.2 subscription of the new Shares in such total number to be determined by the Board or the Committee to be allotted and issued.
- In the event that the Trustee effects any purchases by off-market transactions, the purchase price for such purchases shall not be higher than the lower of the following: (i) the closing market price on the date of such purchase, and (ii) the average closing market price for the five (5) preceding trading days on which the Shares were traded on the Stock Exchange.
- 4.5 Any excess funds after the purchase or subscription of Shares shall be retained by the Trustee within the trust fund of the Trust or may, upon instructions of the Board or the Committee, be returned to the Company within a reasonable period after the purchase or subscription of Shares.

- 4.6 Where the funds paid or caused to be paid to the Trustee or Trust Holdco are not sufficient to purchase or subscribe for all the Awarded Shares (as applicable), the Trustee shall seek further funds from the Company until sufficient Awarded Shares are purchased or subscribed. The Trustee shall not distribute any Shares as Awarded Shares to any Grantee pursuant to the Scheme until the Trust has the sufficient number of Shares for the Trustee to do so. For the avoidance of doubt, the Shares so purchased or subscribed shall form part of the capital of the trust fund of the Trust.

5. MAXIMUM NUMBER OF SHARES

- 5.1 The maximum number of Shares which may be awarded in respect of all Awards and options under the Scheme and any other schemes of the Company is 10% of the total number of Shares in issue as at the Adoption Date (the “**Scheme Mandate Limit**”). Within the Scheme Mandate Limit, the total number of Shares which may be awarded in respect of all Awards and options to Service Providers under the Scheme and any other schemes of the Company must not in aggregate exceed 4% of the total number of Shares in issue as the Adoption Date (the “**Service Provider Sublimit**”).
- 5.2 The Scheme Mandate Limit and the Service Provider Sublimit may be refreshed by the Shareholders in general meeting after 3 years from the date of Shareholders’ approval for the last refreshment (or adoption) of the Scheme. The total number of Awarded Shares which may be issued in respect of all Awards and options to be granted under the Scheme and any other schemes of the Company under the Scheme Mandate Limit so refreshed (the “**Refreshed Mandate Limit**”) must not exceed 10% of the number of Shares in issue as at the date of approval of the Refreshed Mandate Limit. The Company must send a circular to its shareholders containing the number of options and awards that were already granted under the existing scheme mandate limit and the existing service provider sublimit (if any), and the reason for the “refreshment” in accordance with Rule 17.03C(2). Further, any additional refreshment within any three-year period must be approved by independent shareholders of the Company pursuant to Rule 17.03C(1)(b) of the Listing Rules.
- 5.3 Options or Awards previously granted under any existing schemes (including those outstanding, cancelled, or lapsed in accordance with the relevant scheme rules) shall not be counted for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit as refreshed.
- 5.4 For granting of Awards beyond the Scheme Mandate Limit, provided the Awards in excess of the limit are granted only to participants specifically identified, the Company may seek separate approval by the shareholders of the Company in general meeting and shall send a circular to the shareholders of the Company containing all those information and terms as required under Rule 17.03C(3) of the Listing Rules.

- 5.5 If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit or the Service Provider Sublimit has been approved in general meeting, the maximum number of Shares that may be awarded in respect of all Awards and options to be granted under the Scheme and all other schemes of the Company under the Scheme Mandate Limit or the Service Provider Sublimit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.
- 5.6 The Scheme imposes an individual limit on the total number of Shares that may be issued to each Eligible Participant in any 12-month period, such that the aggregate number of shares issued and to be issued in respect of all options and awards granted to each Eligible Participant shall not exceed 1% of the Shares in issue for the time being (the “**Individual Limit**”). Where any grant of option or award to a Eligible Participant would result in the Shares issued and to be issued in respect of all options and awards granted to such person (excluding any options and awards lapsed in accordance with the terms of the Scheme) in the 12-month period up to and including the date of such grant exceeding the Individual Limit, such grant must be separately approved by Shareholders in a general meeting with such Eligible Participant and his/her close associates (or associates if the participant is a connected person) abstaining from voting. The Company will send a circular to the Shareholders containing all those information and terms as required under Rule 17.03(D)(2) of the Listing Rules.

6. GRANT OF AWARDS TO CONNECTED PERSONS

Any grant of Award of new Shares to a Director, chief executive or substantial shareholder of the Company or any of their respective associates must be approved by the independent non-executive Directors.

Where grant of Awards to a Director (other than an independent non-executive Director) or chief executive of the company, or any of their respective associates would result in the aggregate Shares issued and to be issued in respect of all options and awards (excluding any options and awards lapsed in accordance with the terms of the Scheme) granted to such person in the twelve (12)-month period exceeding 0.1% of the Shares in issue, the further grant of Awards shall be subject to, among other things, prior approval by the Shareholders in a general meeting, where the Company shall send a circular containing all those information and terms as required under Rule 17.04(5) of the Listing Rules, and the Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

Where grant of Awards to a substantial Shareholder, or any of its respective associates would result in the aggregate Shares issued and to be issued in respect of all options and awards (excluding any options and awards lapsed in accordance with the terms of the Scheme) granted to such person in the twelve (12)-month period exceeding 0.1% of the Shares in issue, the further grant of awards shall be subject to, among other things, prior approval by the shareholders in a general meeting, where the Company shall send a circular containing all those information and terms as required under Rule 17.04(5) of the Listing Rules, and the Grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting.

7. TIME FOR ACCEPTANCE OF AWARDS

An Award shall be deemed to be irrevocably accepted by a Grantee unless the Grantee shall within five (5) Business Days after receipt of the Award Letter from the Board or the Committee notify the Company in writing that he would decline to accept such Award.

8. PROCEDURE OF GRANT OF AWARDS

8.1 A grant of an Award shall be made to an Eligible Participant by letter (the “**Award Letter**”) in such written form as the Board or the Committee may from time to time determine specifying:

8.1.1 the name, address, identity card (or, as the case may be, passport) number and the position of the Grantee and so far as the Board or the Committee is aware, whether he is connected person of the Company;

8.1.2 the number of Awarded Shares to be granted to the Grantee pursuant to the Award;

8.1.3 the acceptance date, vesting date, and vesting period, vesting conditions, clawback mechanism (if any) and any applicable lock-up period of the Awarded Shares;

8.1.4 other procedures for acceptance of the Award; and

8.1.5 a statement requiring the Eligible Participant to undertake to hold the Award on the terms on which they are to be granted and to be bound by the provisions of the Scheme Rules.

No purchase price is required to be paid by the Eligible Participant upon the acceptance or vesting of the Awards under the Scheme.

9. VESTING PERIOD

Subject to the satisfaction of all Vesting Conditions applicable to the vesting of Awarded Shares to each Grantee, the Awarded Shares held by the Trustee on behalf of such Grantee pursuant to the provision of the Scheme Rules shall vest in such Grantee in accordance with the applicable vesting schedule as set out in the Award Letter, and the Trustee shall cause the Awarded Shares to be transferred to such Grantee in accordance with the Scheme Rules. In any event, the Awards granted under the Scheme shall be held for not less than twelve (12) months before being vested on the Eligible Participant.

10. PERFORMANCE TARGETS

Any grant of Awards under the Scheme may be subject to a performance target (if any) so as to achieve the purpose of the Scheme. The performance target, if any, shall be imposed on a case-by-case basis with reference to the performance of the Eligible Participant and/or the operating or financial performance of the Group and/or such other performance target to be determined by the Board or the Committee in its absolute discretion from time to time, which shall be set out in the Award Letter in relation to the grant of the Award to each relevant Eligible Participant. Factors to be taken into account include but are not limited to (i) annual, half-yearly or quarterly results and performance of the Group, with reference to revenue, profits (before or after tax), earnings per share, market value or economic value added, cash flow, return on assets, return on equity, return on investment, share price etc.; (ii) for Employee Participants, the key performance indicators of the individual or the respective department(s) and/or business unit(s) that the Eligible Participant belongs to, and for Related Entity Participants and Service Provider Participants, their contribution to the financial and operating results of the Company; and (iii) individual position, annual appraisal result and other factors relevant to the Eligible Participant. Unless otherwise determined by the Board or the Committee, there is no performance target stipulated under the Scheme Rules that is required to be achieved by the Grantee before an Award can be granted.

11. CLAWBACK

Subject to compliance with the Listing Rules and the provisions of the Scheme Rules, the Board or the Committee shall have the right and power to determine clawback provisions, namely to forfeit all the outstanding Awards granted (where applicable) to the relevant Grantee but not yet vested and exercised without the approval of the relevant Grantee in the occurrence of events as set out under heading “LAPSE OF AWARD” below.

12. RESTRICTIONS ON TRANSFERABILITY

Any Award shall be personal to the Grantee and shall not be transferable or assignable to any other person and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Awarded Shares referable thereto pursuant to such Award or the Related Income or any of the Returned Shares under the Scheme prior to the Vesting Date, unless a waiver is granted by the Stock Exchange allowing the transfer of the Awards from a Grantee to a vehicle (such as a trust or a private company) for the benefit of such Grantee and any family member of the Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the Scheme and comply with the requirements of Chapter 17 of the Listing Rules.

13. VESTING CONDITION

Subject to and in accordance with the Scheme, the Listing Rules and all Applicable Laws, the Board or the Committee may impose any conditions, restrictions or limitations before the Award can vest as it sees fit, including without limitation:

- (1) requiring the continuing eligibility of the Eligible Participant in accordance with the provisions of the Scheme Rules and providing that in the event that the Board or the Committee resolves that the Eligible Participant fails/has failed or otherwise is or has been unable to meet such continuing eligibility criteria, the Awards shall lapse;
- (2) requiring the continuing compliance of such terms and conditions that may be attached to the grant of the Award, failing which the Award (to the extent not already vested) shall lapse, unless otherwise resolved by the Board or the Committee;
- (3) in the event that the Eligible Participant is a corporation, that any change in the management and/or shareholding of the Eligible Participant shall constitute a failure to meet the continuing eligibility criteria under the Scheme Rules;
- (4) relating to the achievement of operating or financial targets before the relevant Awards become vested; and/or
- (5) the Vesting Period of the Awarded Shares.

14. RESTRICTIONS ON GRANT

No Award may be granted to any Eligible Participant, no Shares may be issued or allotted under the Scheme and no instructions to acquire any Shares may be given to the Trustee where dealings in the Shares are prohibited under the Listing Rules and all applicable laws from time to time. Without limiting the generality of the foregoing, no such instruction is to be given and no such grant is to be made:

- (1) where the Company has information that must be disclosed under Rule 13.09 of the Listing Rules or where the Company reasonably believes there is inside information which must be disclosed under part XIVA of the SFO or after any inside information in relation to the securities of the Company has occurred or has become the subject of a decision, until (and including) the trading day after such inside information has been published on the websites of the Stock Exchange and the Company;
- (2) within the one month period immediately preceding the earlier of (i) the date of a meeting of the Board (as such date is first notified to the Stock Exchange) for the approval of the Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the Company to publish its quarterly, interim, annual or other interim period results announcement for any such period (whether or not required under the Listing Rules), and ending on the date of such announcement (no Award may be granted during any period of delay in publishing a results announcement); or

- (3) in any other circumstances where dealings by Eligible Participant (including Directors) are prohibited under the Listing Rules, the SFO or any other applicable laws or regulations or where the requisite approval from any applicable regulatory authorities has not been granted.

15. VOTING RIGHTS OF UNVESTED SHARES HELD BY THE TRUSTEE

The Trustee holding unvested Shares under the Scheme, whether directly or indirectly, shall abstain from voting on matters that require shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

16. RIGHTS UPON CHANGE IN CONTROL

Subject to other provisions of the 2023 Share Award Scheme, an Award to an Employee Participant may become vested in less than 12 months under the specific circumstances below:

- (1) in the event of a general offer (whether by way of a general offer, partial offer, takeover offer or scheme of arrangement or otherwise in like manner, voluntary or otherwise) for the Shares or any class of Shares being made to all the Shareholders (or all such holders other than the offeror and/or any persons controlled by the offeror and/or any person acting in concert with the offeror) the Company shall use its best endeavours to procure that an appropriate offer is extended to all the Grantees (on comparable terms, mutatis mutandis, and assuming that they will become Shareholders). If such offer for the Shares or any class of Shares becoming or being declared unconditional, the vesting conditions of the Awards granted shall be deemed as satisfied and the Grantee (or, as the case may be, his legal personal representative(s)) shall be entitled to exercise the Award in full (to the extent not already lapsed or exercised) at any time within 1 month after the date on which the offer becomes or is declared unconditional; and
- (2) if there occurs an event of acquisition of control or change of control (as defined in the Takeovers Code) of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, and regardless whether a whitewash waiver or any other applicable waiver is granted by regulatory authorities, unless otherwise directed by the Board (or CEO, a committee or any other authorized agent(s) as deemed appropriate at the sole discretion of the Board), the vesting conditions of the Awards granted shall be deemed as satisfied and all the Awards granted shall immediately vest in the respective Participant on the date when such change of control event becomes or is declared unconditional and such date shall be deemed to be the date of vesting.

For the avoidance of doubt, the acceleration of the vesting period as provided in this clause shall not apply to Related Party Participant and Service Provider Participant.

17. LAPSE OF AWARD**Total Lapse**

In the event that prior to or on the Vesting Date, the following events occur, all of the Awards granted but not vested to an Eligible Participant shall totally lapse (“**Total Lapse**”):

- (1) the commencement of the winding-up of the Company;
- (2) the Grantee (if an employee or director of the Company or another member of the Group) ceases to be an Eligible Participant by reason of the termination of his employment or directorship due to serious misconduct, insolvency, bankruptcy, compromised creditor arrangements, criminal offense related to integrity, or any other grounds that an employer could terminate employment summarily. The board or director’s resolution will be conclusive and binding on the Grantee and his legal representative;
- (3) the Grantee breaches the restrictions under heading “RESTRICTIONS ON TRANSFERABILITY” above;
- (4) the Grantee ceases to be an Eligible Participant for any other reason; or
- (5) other situations as determined by the Board or the Committee in its absolute discretion.

Partial Lapse

In the event that prior to or on the Vesting Date, the following events occur, the relevant part of the Award shall partially lapse (“**Partial Lapse**”):

- (1) a Grantee is found to be an Excluded Eligible Participant;
- (2) a Grantee fails to return duly executed transfer documents prescribed by the Trustee for the relevant Awarded Shares within the stipulated period; or
- (3) other situations as determined by the Board or the Committee in its absolute discretion.

**18. REORGANISATION OF CAPITAL STRUCTURE AND DISTRIBUTION OF
COMPANY'S ASSETS**

If there is an alteration to the capital structure of the Company while any Award remains to be vested, whether by way of capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares, or reduction of share capital of the Company, subject to the Scheme Mandate Limit and the requirements under Paragraph 5.5 of this appendix, the Board may direct adjustments to be made to the aggregate number of Awarded Shares subject to the Awards under the Scheme.

If the Board determines that adjustments are appropriate, the Auditors must certify in writing that the adjustments are fair and reasonable, and the Auditor's decision will be final and binding on the Company and the Grantees.

Any adjustment must give an Eligible Participant the same proportion of the equity capital, rounded to the nearest whole Share, as that to which that person was previously entitled, but no such adjustments may be made to the extent that a Share would be issued at less than its nominal value (if any). The issue of Shares or other securities of the Group as consideration in a transaction may not be regarded as a circumstance requiring adjustment.

19. RANKING OF SHARES

Shares issued and/or transferred upon vesting of an Award will rank *pari passu* with the other Shares in issue on the date the relevant Shares are transferred to the Eligible Participant and accordingly will have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to other fully-paid Shares in issue upon vesting, save and except in respect of any dividend or other distribution previously declared or recommended or resolved to be paid if the record date therefor is before the date of vesting of the Award.

20. PERIOD OF THE SCHEME

The Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date (the "**Scheme Period**"), unless terminated earlier as determined by the Board.

Awards granted during the Scheme Period, but which remain outstanding and have not lapsed as at the expiry of the Scheme Period, shall continue to be valid in accordance with their terms of grant notwithstanding the expiry of the Scheme Period.

21. AMENDMENT AND TERMINATION

Subject to the provisions of the Share Award Scheme, the terms and conditions of the Scheme may be altered in any respect by resolution of the Board, provided that alterations to the terms and conditions of the Scheme that are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the Eligible Participants or prospective Eligible Participants must be approved by Shareholders in a general meeting.

Any proposed amendments in relation to the terms of Awards granted to an Eligible Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Awards was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders. This requirement does not apply where the alterations take effect automatically under the existing terms of the Scheme.

Any change to the authority of the Board or the scheme administrators to alter the terms of the Scheme shall not be valid unless approved by the Shareholders in general meeting.

In any event, the amended terms of the Scheme or the Awards must comply with Chapter 17 of the Listing Rules.

The Scheme shall terminate on the earlier of:

- (1) the 10th anniversary date of the Adoption Date; and
- (2) such date as determined by the Board or the Committee provided that such termination shall not affect any subsisting rights of any Grantee hereunder.

Upon termination of the Scheme, (i) all the Awards shall become vested in the Grantees on such date of termination, save in respect of the Total Lapse; (ii) all the Trust Shares and all such non-cash income remaining in the trust fund of the Trust shall be sold by the Trustee, within twenty-one (21) Business Days (on which the trading of the Shares has not been suspended) of receiving notice of such termination of the Scheme (or such longer period as the Board or the Committee may otherwise determine) (“**Sale of Remaining Shares**”); and (iii) Residual Cash, net proceeds arising from the Sale of Remaining Shares and such other funds remaining in the Trust (after making appropriate deductions in respect of all disposal costs, liabilities and expenses in accordance with the Trust Deed) shall be remitted to the Company forthwith after the sale.

22. CANCELLATION

Any Awards granted may be cancelled if the Eligible Participant agrees, and new Awards may be granted to the same Eligible Participant. However, new Awards may only be granted under the scheme if there is available Scheme Mandate Limit and/or the Service Provider Sublimit approved by Shareholders. The Awards cancelled shall be regarded as utilized for the purpose of calculating the Scheme Mandate Limit and/or the Service Provider Sublimit.

NOTICE OF AGM

GOLDEN PONDER HOLDINGS LIMITED

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(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1783)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that an annual general meeting (the “**Meeting**”) of shareholders of Golden Ponder Holdings Limited (the “**Company**”) will be held at 21/F., Grand Millennium Plaza, 181 Queen’s Road Central, Sheung Wan, Hong Kong on Thursday, 28 September 2023 at 2:30 p.m., to consider and, if thought fit, to pass with or without amendments, the following resolutions:

ORDINARY RESOLUTIONS

1. To receive, consider and adopt the audited financial statements of the Company and its subsidiaries and the reports of the directors of the Company (the “**Director(s)**”) and the independent auditor of the Company for the year ended 31 March 2023;
2.
 - (a) To re-elect Mr. Kwok Chun Sing as an executive Director;
 - (b) To re-elect Mr. Zhan Zhi Hao as an executive Director;
 - (c) To re-elect Mr. Hau Wing Shing Vincent as an independent non-executive Director;
 - (d) To re-elect Mr. Wan Simon as an independent non-executive Director;
 - (e) To re-elect Mr. Lam John Cheung-wah as an independent non-executive Director; and
 - (f) To authorise the board of Directors (the “**Board**”) to fix the Directors’ remuneration.
3. To re-appoint Baker Tilly Hong Kong Limited as the independent auditor of the Company and to authorise the Board to fix its remuneration;

NOTICE OF AGM

To, as special business, consider and, if thought fit, pass the following resolutions (with or without amendments) as ordinary resolutions:

4. “**THAT:**

- (a) Subject to paragraph (c) of this resolution, and pursuant to the Rules Governing the Listing of Securities (the “**Listing Rules**”) of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares (the “**Shares**”) of par value HK\$0.01 each in the share capital of the Company or securities convertible into such Shares or options, warrants, or similar right to subscribe for any Shares or convertible securities of the Company and to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into Shares) which would or might require the exercise of such power be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) of this resolution shall authorise the Directors during the Relevant Period to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into Shares) which would or might require the exercise of such powers (including but not limited to the power to allot, issue and deal with additional Shares) during or after the end of the Relevant Period;
- (c) the total number of Shares to be allotted or agreed conditionally or unconditionally to be allotted and issued (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraphs (a) and (b) of this resolution, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); (ii) the exercise of any options granted under any share option scheme adopted by the Company or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of the Company and/or any of its subsidiaries and/or any eligible persons thereunder of shares or rights to subscribe for shares in the capital of the Company; (iii) any scrip dividend scheme or similar arrangement providing for the allotment of shares in the Company in lieu of the whole or part a dividend pursuant to the articles of association of the Company (the “**Articles of Association**”) from time to time; or (iv) an issue of shares upon the exercise of rights of subscription or conversion under the terms of any warrants of the Company or any securities which are convertible into shares of the Company, shall not exceed 20% of the total number of the issued Shares as at the time of passing this resolution, and the said approval shall be limited accordingly; and

NOTICE OF AGM

- (d) for the purpose of this resolution, “**Relevant Period**” means the period from the passing of this resolution until whichever is the earliest of:
- (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or any applicable laws of the Cayman Islands to be held; or
 - (iii) the date on which the authority given under this resolution is revoked or varied by an ordinary resolution of the Shareholders of the Company in general meeting.

“**Rights Issue**” means an offer of shares of the Company open for a period fixed by the Company or the Directors to holders of shares of the Company whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares as at that date (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction, or the requirements of any recognised regulatory body or any stock exchange).”

5. “**THAT:**

- (a) subject to paragraph (c) of this resolution, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase shares in the share capital of the Company on the Stock Exchange or on any other stock exchange on which the securities of the Company may be listed and which is recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose, and that the exercise by the Directors of all powers to repurchase such shares are subject to and in accordance with all applicable laws and requirements of the Listing Rules or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) of this resolution above shall be in addition to any other authorisation given to the Directors and shall authorise the Directors on behalf of the Company during the Relevant Period to procure the Company to repurchase its shares at a price determined by the Directors;
- (c) the total number of Shares to be repurchased or agreed conditionally or unconditionally to be repurchased by the Company pursuant to the approval in paragraph (a) of this resolution during the Relevant Period shall not exceed 10% of the total number of the issued Shares as at the time of the passing of this resolution, and the said approval shall be limited accordingly; and

NOTICE OF AGM

- (d) for the purpose of this resolution, “**Relevant Period**” means the period from the passing of this resolution until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company; or
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or any applicable laws of the Cayman Islands to be held; or
 - (iii) the date on which the authority given under this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.”

- 6. “**THAT** conditional upon the passing of resolutions 4 and 5 as set out in this notice convening the Meeting of which this resolution forms part, the general mandate granted to the Directors pursuant to resolution 4 as set out in this notice convening the Meeting of which this resolution forms part be and is hereby extended by the addition thereto of the total number of Shares which may be repurchased by the Company under the authority granted pursuant to resolution 5 as set out in this notice convening the Meeting of which this resolution forms part, provided that such amount shall not exceed 10% of the total number of the issued Shares as at the date of passing this resolution.”

- 7. “**THAT:**
 - (a) conditional upon the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Shares which may fall to be issued and allotted pursuant to any awards that may be granted under the 2023 share award scheme of the Company (the rules of which are contained in the document marked “A” produced to this meeting and signed by the chairman of this meeting for the purpose of identification) (the “**2023 Share Award Scheme**”), the 2023 Share Award Scheme be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the 2023 Share Award Scheme including without limitation:
 - (i) to administer the 2023 Share Award Scheme under which awards will be granted to eligible persons under the 2023 Share Award Scheme to subscribe for Shares;
 - (ii) to modify and/or amend the 2023 Share Award Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the 2023 Share Award Scheme relating to modification and/or amendment and subject to Chapter 17 of the Listing Rules;

NOTICE OF AGM

- (iii) to issue and allot from time to time such number of Shares as may be required to be issued pursuant to the awards under the 2023 Share Award Scheme and subject to the Listing Rules;
 - (iv) to make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in any Shares which may thereafter from time to time be issued and allotted pursuant to the awards under the 2023 Share Award Scheme; and
 - (v) to consent, if they deem fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the 2023 Share Award Scheme.
- (b) subject to paragraphs 7(a) hereinabove, the 2018 Share Option Scheme adopted by the Company be and is terminated with effect from the date of adoption of the 2023 Share Award Scheme, except that the rules of the 2018 Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of Options granted prior to its termination or otherwise as may be required in accordance with the rules of the 2018 Share Option Scheme.”
8. “**THAT** the Scheme Mandate Limit as defined in the Circular (being no more than 10% of the total number of Shares in issue as at the date of adoption of the 2023 Share Award Scheme) be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he/she may consider necessary, desirable or expedient to effect and implement the Scheme Mandate Limit.”
9. “**THAT** the Service Provider Sublimit as defined in the Circular (being 4% of the total number of Shares in issue as at the date of adoption of the 2023 Share Award Scheme) be and is hereby approved and adopted and that any director of the Company be and is hereby authorised to take all such steps and attend all such matters, approve and execute (whether under hand or under seal) such documents and do such other things, for and on behalf of the Company, as he/she may consider necessary, desirable or expedient to effect and implement the Service Provider Sublimit.”

Resolutions 7, 8 and 9 as set out in this notice are inter-conditional upon each other. In the event that any of Resolutions 7, 8 and 9 is not passed, all of Resolutions 7, 8 and 9 will not take effect.

10. “**THAT:**
- (a) the authorised share capital of the Company be increased from HK\$15,000,000 divided into 1,500,000,000 Shares of a nominal or par value of HK\$0.01 each to HK\$30,000,000 divided into 3,000,000,000 Shares of a nominal or par value of HK\$0.01 each by the creation of additional 1,500,000,000 new Shares (the “**Increase in Authorised Share Capital**”); and

NOTICE OF AGM

- (b) any one or more of the Directors and/or the registered office provider of the Company be and is/are hereby authorised for and on behalf of the Company to execute and deliver all such documents, instruments and agreements and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in and for completion of the increase in authorised share capital, and to attend to any necessary filing for and on behalf of the Company”
11. “**THAT** conditional upon the 2023 Share Award Scheme being approved and adopted by way of the ordinary resolution of the Company numbered 7 above and within the Scheme Mandate Limit (as defined in the Circular), the grant of 12,420,000 Awarded Shares to Mr. Kwok Chun Sing be and is hereby approved, confirmed and ratified and any Director be and is hereby authorised to do all such acts and things as may be necessary, desirable or expedient in order to give effect to the allotment and issue of 12,420,000 Shares as and when practicable to a trustee to be appointed by the Company to hold on trust for Mr. Kwok Chun Sing subject to satisfaction of the relevant vesting conditions.”
12. “**THAT** conditional upon the 2023 Share Award Scheme being approved and adopted by way of the ordinary resolution of the Company numbered 7 above and within the Scheme Mandate Limit (as defined in the Circular), the grant of 12,420,000 Awarded Shares to Mr. Zhan Zhi Hao be and is hereby approved, confirmed and ratified and any Director be and is hereby authorised to do all such acts and things as may be necessary, desirable or expedient in order to give effect to the allotment and issue of 12,420,000 Shares as and when practicable to a trustee to be appointed by the Company to hold on trust for Mr. Zhan Zhi Hao subject to satisfaction of the relevant vesting conditions.”
13. “**THAT** conditional upon the 2023 Share Award Scheme being approved and adopted by way of the ordinary resolution of the Company numbered 7 above and within the Scheme Mandate Limit (as defined in the Circular), the grant of 12,420,000 Awarded Shares to Mr. Tang Chi Kin be and is hereby approved, confirmed and ratified and any Director be and is hereby authorised to do all such acts and things as may be necessary, desirable or expedient in order to give effect to the allotment and issue of 12,420,000 Shares as and when practicable to a trustee to be appointed by the Company to hold on trust for Mr. Tang Chi Kin subject to satisfaction of the relevant vesting conditions.”
14. “**THAT** conditional upon the 2023 Share Award Scheme being approved and adopted by way of the ordinary resolution of the Company numbered 7 above and within the Scheme Mandate Limit (as defined in the Circular), the grant of 12,420,000 Awarded Shares to Ms. Kwok Ho Yee be and is hereby approved, confirmed and ratified and any Director be and is hereby authorised to do all such acts and things as may be necessary, desirable or expedient in order to give effect to the allotment and issue of 12,420,000 Shares as and when practicable to a trustee to be appointed by the Company to hold on trust for Ms. Kwok Ho Yee subject to satisfaction of the relevant vesting conditions.”

NOTICE OF AGM

15. “**THAT** conditional upon the 2023 Share Award Scheme being approved and adopted by way of the ordinary resolution of the Company numbered 7 above and within the Scheme Mandate Limit (as defined in the Circular), the grant of 12,420,000 Awarded Shares to Mr. Guo Jinbao and is hereby approved, confirmed and ratified and any Director be and is hereby authorised to do all such acts and things as may be necessary, desirable or expedient in order to give effect to the allotment and issue of 12,420,000 Shares as and when practicable to a trustee to be appointed by the Company to hold on trust for Mr. Guo Jinbao subject to satisfaction of the relevant vesting conditions.”

SPECIAL RESOLUTIONS

To, as special business, consider and, if thought fit, pass the following resolutions as special resolutions of the Company:

16. “**THAT, AS A SPECIAL RESOLUTION**, subject to and conditional upon the approval of the Registrar of Companies in the Cayman Islands, the English name of the Company be changed from “Golden Ponder Holdings Limited” to “Envision Greenwise Holdings Limited”, and the dual foreign name in Chinese of the Company be changed from “金侖控股有限公司” to “晉景新能控股有限公司” (the “**Change of Company Name**”), and that any one or more of the Directors, the registered office provider and/or the company secretary of the Company be and is hereby authorised to do all such acts and things and execute and deliver all such documents, including under seal where appropriate, which he/she may consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the change of the name of the Company and to attend to any necessary registration and/or filing for and on behalf of the Company.”
17. “**THAT, AS A SPECIAL RESOLUTION**, subject to the Increase in Authorised Share Capital and the Change of Company Name becoming effective:
- (a) the proposed amendments (the “**Proposed Amendments**”) to the existing amended and restated memorandum of association and the existing amended and restated articles of association of the Company (the “**Existing Memorandum and Articles**”) as set forth in Appendix III to the circular of the Company dated 6 September 2023 be approved;
 - (b) the second amended and restated memorandum and articles of association of the Company (the “**Amended Memorandum and Articles**”) in the form produced to the meeting marked “A” and for identification purpose signed by the chairman of the meeting be and is hereby approved and adopted as the memorandum and articles of association of the Company in substitution for and to the exclusion of the Existing Memorandum and Articles; and

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- (c) any one Director or officer and/or the registered office provider of the Company of the Company be and is hereby authorised to do all things necessary to implement the Proposed Amendments and the adoption of the Amended Memorandum and Articles and to make relevant registrations and filings in accordance with the relevant requirements of the applicable laws, rules and regulations in the Cayman Islands and Hong Kong.”

On behalf of the Board of
Golden Ponder Holdings Limited
Kwok Chun Sing
Chairman and executive Director

Hong Kong, 6 September 2023

Notes:

1. Any shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A shareholder who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting. A proxy need not be a shareholder of the Company.
2. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised on its behalf.
3. Where there are joint registered holders of any shares, any one of such persons may vote at the Meeting (or any adjournment thereof), either personally 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 the Meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
4. In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited at the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.
5. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person at the Meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
6. In relation to resolution No. 2, all applicable Directors will retire from office at the Meeting in accordance with the Articles of Association and, being eligible, will offer themselves for re-election. Biographical details of these Directors are set out in Appendix II to the circular of the Company dated 6 September 2023.
7. An explanatory statement as required by the Listing Rules in connection with the repurchase mandate under resolution No. 5 above is set out in Appendix I to the circular of the Company dated 6 September 2023.
8. In order to be qualified to attend and vote at the Meeting, all transfer of shares accompanied by the relevant share certificates must be lodged with the branch share registrar of the Company in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration no later than 4:30 p.m. on Friday, 22 September 2023. The register of members of the Company will be closed from Monday, 25 September 2023 to Thursday, 28 September 2023 (both days inclusive), during which period no transfer of shares will be effected.
9. A form of proxy for use by shareholders at the Meeting is enclosed.

As at the date of this notice, the Board comprises three executive Directors, namely, Mr. Kwok Chun Sing, Mr. Tang Chi Kin and Mr. Zhan Zhi Hao and four independent non-executive Directors, namely, Mr. Hau Wing Shing Vincent, Mr. Wan Simon, Mr. Zhang Jue and Mr. Lam John Cheung-wah.