THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in **Kontafarma China Holdings Limited**, you should at once hand this circular, the accompanying form of proxy and the 2025 Annual Report to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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華控康泰集團有限公司

Kontafarma China Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1312)

PROPOSALS FOR RE-ELECTION OF DIRECTORS, GENERAL MANDATES TO ISSUE SECURITIES AND BUY BACK SHARES, PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND NOTICE OF ANNUAL GENERAL MEETING

A notice convening the annual general meeting of Kontafarma China Holdings Limited (the "**Company**") to be held at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Friday, 5 June 2026 at 11:00 a.m. (the "**AGM**") is set out on pages 61 to 67 of this circular.

If you do not intend to attend the AGM but wish to exercise your right as a shareholder of the Company (the "**Shareholders**"), you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon and return the same to the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM 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 if you so wish. For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).

24 April 2026

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In this circular (other than in the notice of AGM), unless the context otherwise requires, the following expressions have the following respective meanings:

"2025 Annual Report"	the annual report of the Company for the year ended 31 December 2025
"AGM"	the annual general meeting of the Company to be held at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Friday, 5 June 2026 at 11:00 a.m., notice of which is set out on pages 61 to 67 of this circular
"Articles of Association"	the articles of association of the Company as amended and restated, supplemented or modified from time to time
"Board"	the board of Directors
"Buy-Back Mandate"	the general and unconditional mandate to the Directors to exercise the powers of the Company to buy back the fully paid up Shares not exceeding 10% of the total number of the issued Shares (excluding any treasury Shares) as at the date of passing of the relevant resolution
"CCASS"	Central Clearing and Settlement System established and operated by HKSCC
"close associate(s)"	has the meaning ascribed to it under the Listing Rules
"Company"	Kontafarma China Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability, with its Shares listed on the Main Board of the Stock Exchange (Stock Code: 1312)
"Controlling Shareholder(s)"	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)"	the director(s) of the Company
"Group"	the Company and its subsidiaries
"HKSCC"	Hong Kong Securities Clearing Company Limited
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC

"Issue Mandate"	the general and unconditional mandate to the Directors to exercise the powers of the Company to allot, issue and deal with Shares (including any sale or transfer of treasury Shares) not exceeding 20% of the total number of the issued Shares (excluding any treasury Shares) as at the date of passing of the relevant resolution
"Latest Practicable Date"	20 April 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Memorandum and Articles of Association"	the third amended and restated memorandum and articles of association of the Company currently in force
"New Memorandum and Articles of Association"	the fourth amended and restated memorandum and articles of association of the Company incorporating and consolidating the Proposed Amendments proposed to be adopted by the Shareholders with effect from the date of passing of the relevant special resolution at the AGM
"Nomination Committee"	the nomination committee of the Company
"PRC"	the People's Republic of China and for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan
"Proposed Amendments"	the proposed amendments to the existing Memorandum and Articles of Association as set out in Appendix III to this circular
"Sanjin Guotou"	Ningbo Free Trade Zone Sanjin Guotou Private Equity Fund Partnership Enterprise (Limited Partnership)* (寧波保稅區三晉國投股權投資基金合夥企業(有限合夥)), a limited partnership enterprise established under the laws of the PRC and a Controlling Shareholder of the Company
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
"Shanxi Construction"	Shanxi Construction Investment Group Co., Ltd.* (山西建設投資集團有限公司), a company established under the laws of the PRC with limited liability and a Controlling Shareholder of the Company

"Share(s)"	ordinary share(s) of nominal value of HK$0.002 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Shenzhen Waranty"	Shenzhen Waranty Asset Management Co., Ltd.* (深圳市華融泰資產管理有限公司), a company established under the laws of the PRC with limited liability, which directly owns the entire issued share capital of Waranty Hong Kong, and a Controlling Shareholder of the Company
"State-owned Capital Operation Co."	Shanxi State-owned Capital Operation Co., Ltd.* (山西省國有資本運營有限公司) (formerly known as Shanxi State Capital Investment and Operation Co., Ltd.* (山西省國有資本投資運營有限公司)), a company established under the laws of the PRC and a Controlling Shareholder of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Substantial Shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"Takeovers Code"	the Codes on Takeovers and Mergers and Share Buy-backs as approved by the Securities and Futures Commission in Hong Kong
"treasury Shares"	has the meaning ascribed to it under the Listing Rules
"Tsinghua Tongfang"	Tsinghua Tongfang Co., Ltd.* (同方股份有限公司), a company incorporated under the laws of the PRC
"Waranty Hong Kong"	Waranty Assets Management (HK) Limited, a company incorporated in Hong Kong with limited liability and a Controlling Shareholder of the Company
"%"	per cent.

* *For identification purpose only*

References to time and dates in this circular are to Hong Kong time and dates.



華控康泰集團有限公司
Kontafarma China Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1312)

Executive Directors:
Mr. Wang Feifei *(Chairman and President)*
Mr. Ge Shouwen *(Vice President)*
Ms. Guo Zixiu *(Financial Controller)*

Non-executive Director:
Mr. Huang Yu

Independent non-executive Directors:
Dr. Tang Lai Wah
Dr. Ho Ho Ming
Mr. Yao Xiaomin

Registered office:
Windward 3
Regatta Office Park
P.O. Box 1350
Grand Cayman KY1-1108
Cayman Islands

Head office and principal place of business:
Rooms 12A15–12A20, 12A/F
Sun Hung Kai Centre
30 Harbour Road
Wanchai
Hong Kong

24 April 2026

To the Shareholders

Dear Sir or Madam,

PROPOSALS FOR RE-ELECTION OF DIRECTORS, GENERAL MANDATES TO ISSUE SECURITIES AND BUY BACK SHARES, PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND NOTICE OF ANNUAL GENERAL MEETING

INTRODUCTION

The purpose of this circular is to provide you with information regarding certain resolutions to be proposed at the AGM and to give you the notice of the AGM. Resolutions to be proposed at the AGM include, among other businesses, ordinary resolutions on (i) the re-election of the retiring Directors; (ii) the grant of the Issue Mandate; (iii) the grant of the Buy-Back Mandate; (iv) the extension of the Issue Mandate; and a special resolution on (v) the Proposed Amendments to the Memorandum and Articles of Association.

PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY AND ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION

As disclosed in the announcement of the Company dated 20 April 2026, the Board proposes to amend the existing Memorandum and Articles of Association in order to (i) bring the Memorandum and Articles of Association in line with the latest legal and regulatory requirements in relation to electronic dissemination of corporate communications by listed issuers; (ii) provide the Company with flexibility to hold and dispose of the repurchased shares as treasury Shares; and (iii) incorporate certain housekeeping amendments. In view of the number of the Proposed Amendments, the Board proposes to adopt the New Memorandum and Articles of Association in substitution for and to the exclusion of the Memorandum and Articles of Association.

The Proposed Amendments will permit the Company and the Board to serve notices or documents to members electronically without obtaining their prior written consent or deemed consent and provide flexibility for the Company to hold and dispose of the repurchased shares as treasury Shares. The Company will seek approval from the Shareholders at the AGM for the adoption of the New Memorandum and Articles of Association incorporating the Proposed Amendments. The adoption of the New Memorandum and Articles of Association is subject to the approval of the Shareholders by way of special resolution at the AGM. Details of the Proposed Amendments are set out in Appendix III to this circular.

Prior to the passing of the special resolution at the AGM, the existing Memorandum and Articles of Association shall remain valid.

The legal advisers to the Company as to Hong Kong laws and Cayman Islands laws have respectively confirmed that the New Memorandum and Articles of Association conform with the applicable requirements under the Listing Rules and are not inconsistent with the applicable laws of the Cayman Islands.

RE-ELECTION OF THE RETIRING DIRECTORS

As at the Latest Practicable Date, the Board consists of seven (7) Directors, namely Mr. Wang Feifei, Mr. Ge Shouwen ("**Mr. Ge**"), Ms. Guo Zixiu ("**Ms. Guo**"), Mr. Huang Yu ("**Mr. Huang**"), Dr. Tang Lai Wah, Dr. Ho Ho Ming ("**Dr. Ho**") and Mr. Yao Xiaomin.

In accordance with Articles 109(a)-(b) of the Articles of Association, at each annual general meeting one-third of the Directors for the time being, or, if their number is not 3 or a multiple of 3, 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 3 years. A retiring Director shall be eligible for re-election. 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 3 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. Accordingly, Ms. Guo, the executive Director, Mr. Huang, the non-executive Director and Dr. Ho, the independent non-executive Director, will retire from office by rotation at the AGM and, being eligible, will offer themselves for re-election.

In accordance with Article 113 of the Articles of Association, 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. Accordingly, Mr. Ge, the executive Director being appointed on 16 April 2026, will retire at the AGM and, being eligible, will offer himself for re-election.

The Nomination Committee has reviewed the biographical details of the retiring Directors with reference to the nomination policy and board diversity policy of the Company, and considered that the re-election of Dr. Ho as an independent non-executive Director would be in the best interests of the Company and the Shareholders as a whole by taking into accounts that Dr. Ho is a seasoned investment banking and credit rating expert, having held senior management positions at global and China credit rating agencies, and Dr. Ho has demonstrated his ability to provide an independent view to the Company's affairs during his tenure in office.

The Nomination Committee is satisfied that Dr. Ho has the required character, integrity and experience to continuously fulfil his role as an independent non-executive Director effectively. The Nomination Committee has also assessed the independence of Dr. Ho based on reviewing his confirmation of independence to the Company pursuant to Rule 3.13 of the Listing Rules and confirmed that he remains independent.

Accordingly, with the recommendation of the Nomination Committee, the Board has considered that it is appropriate for all the retiring Directors to stand for re-election and thus put forward resolutions for such re-election for consideration and (if appropriate) approval by the Shareholders at the AGM.

Pursuant to Rule 13.74 of the Listing Rules, a listed issuer shall disclose the details required under Rule 13.51(2) of the Listing Rules of any directors proposed to be re-elected or proposed new director in the notice or accompanying circular to its shareholders of the relevant general meeting, if such re-election or appointment is subject to shareholders' approval at that relevant general meeting.

The brief biographical and other details of the retiring Directors are set out in Appendix I to this circular. If a valid notice from a Shareholder to propose a person to stand for election as a Director at the AGM is received after the printing of this circular, the Company will issue a supplementary circular to inform the Shareholders of the details of the additional candidate proposed.

GENERAL MANDATES TO ISSUE SECURITIES AND BUY BACK SHARES

At the annual general meeting of the Company held on 24 June 2025, ordinary resolutions were passed for the granting of general and unconditional mandates to the Directors (i) to allot, issue or otherwise deal with additional securities of the Company not exceeding 20% of the issued Shares as at that date of passing of such resolution (the "**Existing Issue Mandate**"), being 1,117,714,355 Shares; and (ii) to buy back Shares not exceeding 10% of the issued Shares as at that date of passing of such resolution (the "**Existing Buy-Back Mandate**"), being 558,857,177 Shares.

The Existing Issue Mandate and the Existing Buy-Back Mandate will expire upon the conclusion of the AGM. The Directors consider that the Existing Issue Mandate and the Existing Buy-Back Mandate increase the flexibility in dealing with the Company's affairs and are in the interests of both the Company and the Shareholders as a whole, and that the same shall continue to be adopted by the Company.

As at the Latest Practicable Date, there were an aggregate of 5,588,571,777 Shares (excluding any treasury Shares) in issue and the Company did not hold any treasury Shares. Ordinary resolution will be proposed at the AGM for the granting of the Issue Mandate as set out in Resolution No. 5(A) of the notice of AGM. Subject to the passing of the resolution granting the Issue Mandate and on the basis that no further securities are issued and no Shares are bought back before the AGM, the Company will be allowed under such mandate to issue a maximum of 1,117,714,355 Shares (including any sale or transfer of treasury Shares), representing 20% of the issued Shares (excluding any treasury Shares) as at the Latest Practicable Date.

In addition, ordinary resolution will also be proposed at the AGM for the granting of Buy-Back Mandate as set out in Resolution No. 5(B) of the notice of AGM. A resolution authorising the extension of the Issue Mandate to include the aggregate number of such Shares bought back (if any) under the Buy-Back Mandate is to be proposed at the AGM as Resolution No. 5(C) of the notice of AGM.

With reference to the proposed new general mandates, the Directors, as at the Latest Practicable Date, wish to state that they have no immediate plans to issue any new securities of the Company pursuant to the relevant mandates.

An explanatory statement containing the particulars required by the Listing Rules to enable the Shareholders to make an informed view on whether to vote for or against Resolution No. 5(B) to be proposed at the AGM in relation to the proposed Buy-Back Mandate is set out in Appendix II to this circular.

THE AGM AND PROXY ARRANGEMENT

The notice convening the AGM to be held at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Friday, 5 June 2026 at 11:00 a.m. is set out on pages 61 to 67 of this circular. 2025 Annual Report together with this circular are made available on the website of the Stock Exchange (http://www.hkexnews.hk) and the Company's website (http://www.kontafarma.com.hk). Ordinary resolutions in respect of, *inter alia*, the re-election of the retiring Directors, the grant of the Issue Mandate, the grant of the Buy-Back Mandate and the extension of the Issue Mandate and special resolution on the Proposed Amendments to the Memorandum and Articles of Association will be proposed at the AGM.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Accordingly, all resolutions proposed at the AGM will be put to vote by way of poll. An announcement on the results of the poll will be made by the Company after the AGM in the manner prescribed under Rules 13.39(5)–5(A) of the Listing Rules. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions to be proposed at the AGM.

A form of proxy for the AGM is made available on the website of the Stock Exchange (http://www.hkexnews.hk) and the Company's website (http://www.kontafarma.com.hk). If you do not intend to attend the AGM but wish to exercise your right as a Shareholder, you are requested to complete and sign the form of proxy in accordance with the instructions printed thereon and return the same to the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM 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 if you so wish. For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).

RECOMMENDATION

The Directors consider that the following resolutions to be proposed at the AGM, including ordinary resolutions on (i) the re-election of Directors; (ii) the grant of the Issue Mandate; (iii) the grant of the Buy-Back Mandate; (iv) the extension of the Issue Mandate; and a special resolution on (v) the Proposed Amendments to the Memorandum and Articles of Association are each in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommend all Shareholders to vote in favour of all the above 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. In case of any inconsistency between the English version and the Chinese version of this circular, the English version shall prevail.

Yours faithfully,
For and on behalf of the Board
Kontafarma China Holdings Limited
Wang Feifei
Chairman

The brief biographical details of the Directors proposed to be re-elected at the forthcoming AGM are set out as follows:

EXECUTIVE DIRECTORS

Mr. Ge Shouwen, aged 48, was appointed as an executive Director and the vice president of the Group on 16 April 2026. He is also a member of each of the executive committee of the Company (the "**Executive Committee**") and the share dealing committee of the Company (the "**Share Dealing Committee**").

Mr. Ge started his career in August 1998. He has long been engaged in engineering construction, project management, and international business operation and management. In his early career, Mr. Ge took up various roles at the Second Branch, Fifth Branch and Sixth Branch of Shanxi Installation Group Co., Ltd. ("**Shanxi Installation**"), the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 2520), including as foreman, project coordinator, project manager, and deputy manager of the Sixth Branch during his employment with Shanxi Installation, responsible for the implementation and on-site management of engineering projects in the fields of alumina, electrolytic aluminum and others. From May 2011 to December 2013, he once was the project manager of the Renji Alumina Project in Vietnam of Shanxi Construction Engineering* (山西建工), and led the construction and management of large-scale overseas industrial projects. After that, Mr. Ge first served as deputy director of the Welding Center and then as general manager of the International Business Division of Shanxi Installation, with overall responsibility for welding technology management, international business development and overseas project operation of the group from January 2014 to August 2021.

From September 2021 to March 2025, he served as a director and deputy general manager of Shanxi Construction Investment International Investment Co., Ltd.* (山西建投國際投資有限公司), participating in the strategic planning and operation management of international investment business.

From July 2025 to April 2026, he has been a general manager of the Construction Investment Division of Shanxi Installation, responsible for the overall operation and management of the construction investment segment.

Mr. Ge obtained a bachelor's degree in civil engineering from the Central Radio and TV University* (中央廣播電視大學). He holds the title of Senior Professorate Engineer and the professional qualification of first-class constructor (Mechanical and Electrical Engineering)* (一級建造師(機電)).

Mr. Ge has entered into a service contract with the Company as an executive Director and vice president on 16 April 2026. There was no fixed term as to his appointment as an executive Director subject to the requirements for retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles of Association or any other applicable laws from time to time. Pursuant to the service contract, Mr. Ge agrees to waive his entitlement to any Director's fee from the Company as an executive Director.

Save as disclosed above, as at the Latest Practicable Date, Mr. Ge did not (i) hold any other major appointment and professional qualification nor directorships in any public companies, the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; (ii) have any relationship with any Directors, senior management, Substantial nor Controlling Shareholders of the Company; (iii) hold any position with the Company nor other members of the Group; and (iv) have any interest in nor was deemed to be interested in any Shares or underlying shares of the Company or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters or information in relation to Mr. Ge that need to be brought to the attention of the Shareholders or to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

Ms. Guo Zixiu, aged 37, was appointed as an executive Director and the financial controller of the Company on 7 June 2024. She is also a member of each of the Executive Committee, the risks management committee of the Company (the "**Risks Management Committee**") and the Share Dealing Committee. She is currently the director of Fester Global Limited, the director and the chairman of the board of directors of Qianhai Xingwei Enterprise Management Consulting (Shenzhen) Co., Limited* (前海興瑋企業管理諮詢(深圳)有限公司) and the director of certain subsidiaries of the Company.

Ms. Guo has extensive experience in investment, auditing, finance and legal. She is currently the chairman of the board of directors of Shenzhen Nanshan Liangwan Equity Investment Fund Management Co., Ltd.* (深圳南山兩灣股權投資基金管理有限公司) and the general manager of Beijing Rongtai Xinda Asset Management Co., Ltd.* (北京榮泰信達資產管理有限公司). Ms. Guo worked in various financial and quasi-financial institutions, including Shanxi Financial Leasing Co., Ltd.* (山西金融租賃有限公司) and Jinshang Bond Insurance Co., Ltd.* (晉商信用增進投資股份有限公司). She was also the head of the legal and audit department of Shenzhen Waranty. Ms. Guo obtained a master's degree in accounting from Shanxi University of Finance and Economics in June 2014. She was qualified as an intermediate accountant in September 2015, a certified public accountant in the PRC in May 2017 and a chartered financial analyst in May 2021.

Ms. Guo has entered into a service contract with the Company commencing from 7 June 2024 with no fixed term, and her appointment under the service contract will be subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles of Association or any other applicable laws from time to time. Pursuant to the service contract, Ms. Guo agrees to waive her entitlement to any Director's fee from the Company.

Save as disclosed above, as at the Latest Practicable Date, Ms. Guo did not (i) hold any other major appointment and professional qualification nor directorships in any public companies, the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; (ii) have any relationship with any Directors, senior management, Substantial nor Controlling Shareholders of the Company; (iii) hold any position with the Company nor other members of the Group; and (iv) have any interest in nor was deemed to be interested in any Shares or underlying shares of the Company or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters or information in relation to Ms. Guo that need to be brought to the attention of the Shareholders or to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

NON-EXECUTIVE DIRECTOR

Mr. Huang Yu, aged 57, was re-designated as a non-executive Director on 19 April 2024. Mr. Huang served as an executive Director from March 2014 to April 2024, the chairman of the Board from July 2014 to September 2020 and the president from September 2020 to April 2024.

He is currently an executive director and general manager of Shenzhen Aorongxin Investment Development Co., Ltd.* (深圳市奧融信投資發展有限公司), the chairman of the supervisory committee of Penghua Fund Management Co., Ltd* (鵬華基金管理有限公司) and a director of the GuoDu Securities Co., Ltd.* (國都證券股份有限公司), a company listed on The National Equities Exchange and Quotations (stock code: 870488). Mr. Huang had also been a director and senior management of several listed companies, including the chairman of the board and a non-executive director of Neo-Neon Holdings Limited (stock code: 1868), the issued shares of which are listed on the Main Board of the Stock Exchange, a non-executive director of Technovator International Limited (stock code: 1206), the issued shares of which are listed on the Main Board of the Stock Exchange, the vice chairman and president of Tsinghua Tongfang (stock code: 600100), the issued shares of which are listed on the Shanghai Stock Exchange and the chairman of the board of directors of Shenzhen Huakong Seg Co., Ltd. (stock code: 000068), the issued shares of which are listed on the Shenzhen Stock Exchange. Mr. Huang obtained a master's degree in Science from the University of Greenwich.

An appointment letter which forms the basis of emoluments has been entered into between the Company and Mr. Huang, pursuant to which he is entitled to receive a total service fee of HK$960,000 per annum (including a Director's fee of HK$10,000 per annum which was determined by the Board and shall be subject to the approval by the Shareholders). The remuneration of Mr. Huang was determined with reference to the prevailing market conditions and the terms of the remuneration policy of the Company. There is no designated length of service under the appointment letter between Mr. Huang and the Company but he will be subject to retirement and re-election at the annual general meeting of the Company in accordance with the Articles of Association or any other applicable laws from time to time whereby he shall vacate his office.

Save as disclosed above, as at the Latest Practicable Date, Mr. Huang did not (i) hold any other major appointment and professional qualification nor directorships in any public companies, the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; (ii) have any relationship with any Directors, senior management, Substantial nor Controlling Shareholders of the Company; (iii) hold any position with the Company nor other members of the Group; and (iv) have any interest in nor was deemed to be interested in any Shares or underlying shares of the Company or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters or information in relation to Mr. Huang that need to be brought to the attention of the Shareholders or to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

INDEPENDENT NON-EXECUTIVE DIRECTOR

Dr. Ho Ho Ming, aged 53, was appointed as an independent non-executive Director on 7 June 2024. He is also the chairman of the Risks Management Committee, and a member of each of the audit committee of the Company, the remuneration committee of the Company, and the investment committee of the Company.

Dr. Ho is a seasoned investment banking and credit rating expert, having held senior management positions at global and China credit rating agencies with solid experience in China credit rating and capital market transactions, green finance and ESG rating, including CS First Boston, Merrill Lynch, Bear Stearns, Fitch Ratings and Lianhe Ratings Global. Dr. Ho is the Representative in Hong Kong of Syntao Green Finance International Ltd., and the Green Finance Certification Scheme Technical Committee Member of Hong Kong Quality Assurance Agency (HKQAA). He is also The European Federation of Financial Analysts Societies ("**EFFAS**") Certified ESG Analyst (CESGA®) Examiner and the Senior Academic Advisor for Sustainable Finance Research Hub (SFRH) set up by EFFAS to promote EFFAS qualifications in the Asia Pacific Region.

Dr. Ho is the Adjunct Professor of the Business School at the University of Hong Kong (HKU), the Adjunct Professor (EMBA) of the College of Business at City University of Hong Kong (CityU), the Adjunct Professor of the School of Business at Hong Kong Baptist University (HKBU), and the Adjunct Professor of the Faculty of Business and the Professor of Practice (MIBF) of the Department of Economics at Lingnan University (LU).

Dr. Ho graduated with BBA in Information Systems from HKUST, MBA from University of Cambridge, and DBA from CityU. He is awarded the Distinguished Alumni Award by CityU College of Business in 2022. Dr. Ho is EFFAS Certified ESG Analyst (CESGA®) and SGS ESG Reporting Analyst.

An appointment letter which forms the basis of emoluments has been entered into between the Company and Dr. Ho, pursuant to which (i) the service term is three years; and (ii) he is entitled to (a) a Director's fee of HK$10,000 per annum, which was determined by the Board and shall be subject to the approval by the Shareholders; and (b) a service fee of HK$170,000 per annum. The remuneration of Dr. Ho was determined by the Board with reference to his qualifications, experience, duties and responsibilities as well as the prevailing market rate and the remuneration policy of the Company.

Save as disclosed above, as at the Latest Practicable Date, Dr. Ho did not (i) hold any other major appointment and professional qualification nor directorships in any public companies, the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; (ii) have any relationship with any Directors, senior management, Substantial nor Controlling Shareholders of the Company; (iii) hold any position with the Company nor other members of the Group; and (iv) have any interest in nor was deemed to be interested in any Shares or underlying shares of the Company or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters or information in relation to Dr. Ho that need to be brought to the attention of the Shareholders or to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

* *For identification purpose only*

This appendix contains the particulars that are required by the Listing Rules to be included in an explanatory statement to enable the Shareholders to make an informed view on whether to vote for or against the resolution to be proposed at the AGM in relation to the proposed Buy-Back Mandate.

SHARE CAPITAL

As at the Latest Practicable Date, there were a total of 5,588,571,777 issued Shares and the Company did not hold any treasury Shares.

Subject to the passing of the proposed resolution granting the Buy-Back Mandate and on the basis that no further Shares are issued and no Shares are bought back before the AGM, the Company will be allowed under the Buy-Back Mandate to buy back a maximum of 558,857,177 Shares, representing 10% of the issued Shares (excluding any treasury Shares) as at the AGM date up to the period ending on 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 to be held by the Articles of Association or any applicable laws of the Cayman Islands; or (iii) the revocation or variation of the resolution of the Shareholders in general meeting of the Company.

REASONS FOR BUY-BACKS

The Directors believe that it is in the best interests of the Company and the Shareholders as a whole for the Directors to have a general authority from the Shareholders to enable the Company to buy back Shares on the Stock Exchange. Such buy-backs may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made when the Directors believe that such a buy-back will benefit the Company and the Shareholders as a whole.

The Directors would exercise the Buy-Back Mandate in circumstances where they consider that the buy-back would be in the best interests of the Company and in circumstances where they consider that the Shares can be bought back on the terms favourable to the Company.

IMPACT ON WORKING CAPITAL OR GEARING POSITION

On the basis of the consolidated financial position of the Company as at 31 December 2025, being the date to which the latest published audited financial statements of the Company were made up, if the Buy-Back Mandate was to be exercised in full at any time during the proposed buy-back period, it may have an adverse impact on the working capital and gearing level of the Company.

The Directors do not propose to exercise the Buy-Back Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company as compared with the position disclosed in the latest published audited financial statements of the Company or the gearing level which, in the opinion of the Directors, are from time to time appropriate for the Company.

FUNDING OF BUY-BACKS

Buy-backs to be made pursuant to the Buy-Back Mandate would be financed 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.

EFFECT OF THE TAKEOVERS CODE

Upon the exercise of the power to buy back Shares pursuant to the Buy-Back Mandate, a Shareholder's proportionate interests in the voting rights of the Company increase, and such increase will be treated as an acquisition of voting rights for the purposes of Rule 32 of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of the Company and, depending on the level of increase of the Shareholders' interests, may become obliged to make a mandatory general offer in accordance with Rules 26 and 32 of the Takeovers Code.

As at the Latest Practicable Date and on the date assuming the Buy-Back Mandate is exercised in full, the shareholding interests of the Substantial Shareholders of the Company were as follows:

Name of Shareholder(s)	Number of Shares interested	Approximate % of the total number of Shares in issue as at the Latest Practicable Date	Approximate % of the total number of Shares in issue should the Buy-Back Mandate be exercised in full
State-owned Capital Operation Co. and its associates[(1)]	3,172,778,000	56.77%	63.08%
Tsinghua Tongfang and its associates[(2)]	513,994,000	9.20%	10.22%

Notes:

(1) Waranty Hong Kong directly holds 3,172,778,000 Shares, representing approximately 56.77% of the issued Shares. Shenzhen Waranty owns 100% interests in the issued share capital of Waranty Hong Kong and is therefore deemed to have an interest in the Shares in which Waranty Hong Kong is interested. The equity interest of Shenzhen Waranty is held by Shanxi Construction as to approximately 46.40% and by Sanjin Guotou as to approximately 45.50%, whereas Shanxi Construction owns 46.38% interests in the registered capital of Sanjin Guotou. Shanxi Construction and Sanjin Guotou are therefore deemed to have an interest in the Shares in which Shenzhen Waranty is interested. Shanxi Transportation Holdings Group Co., Ltd.* (山西交通控股集團有限公司) ("**Shanxi Transportation**"), through its wholly-owned subsidiary, namely Shanxi Province Expressway Group Limited Liability Company* (山西省高速公路集團有限責任公司), owns 46.38% interests in the registered capital of Sanjin Guotou and is therefore deemed to have an interest in the Shares in which Sanjin Guotou is interested. State-owned Capital Operation Co. owns 90% interests in the registered capital of Shanxi Construction and 90% interests in the registered capital of Shanxi Transportation respectively. State-owned Capital Operation Co. is therefore deemed to have, via Shanxi Construction and Shanxi Transportation, an interest in the Shares in which Shenzhen Waranty is interested under the SFO. The entire registered capital of State-owned Capital Operation Co. is held by State-owned Assets Supervision and Administration Commission of Shan Xi Provincial Government ("**Shanxi Government Commission**") and Shanxi Government Commission is therefore also deemed to have an interest in the Shares in which State-owned Capital Operation Co. is interested under the SFO, being 3,172,778,000 Shares, representing approximately 56.77% of the issued Shares.

(2) THTF Energy-Saving Holdings Limited ("**THTF Energy-Saving**") is the beneficial owner of 513,994,000 Shares, representing approximately 9.20% of the issued Shares. Tsinghua Tongfang, through its wholly-owned subsidiary, namely Resuccess Investments Limited, owns 100% interests in the issued share capital of THTF Energy-Saving and is therefore deemed to have an interest in the Shares in which THTF Energy-Saving is interested under the SFO. Tsinghua Tongfang is therefore interested in 513,994,000 Shares representing approximately 9.20% of the issued Shares. If the Buy-Back Mandate is exercised in full, Tsinghua Tongfang and its associates will become Substantial Shareholders of the Company under the Listing Rules.

To the best of the knowledge and belief of the Directors and having made all reasonable enquiries, the Board is not aware of any consequences which would give rise to an obligation to make a mandatory general offer under Rules 26 and 32 of the Takeovers Code as a result of an exercise of the Buy-Back Mandate. The Directors also have no immediate intention to exercise the Buy-Back Mandate to an extent which will result in the amount of Shares held by the public being reduced to less than 25%.

PRICE OF THE SHARES

The following table shows the highest and lowest prices at which the Shares have been traded on the Stock Exchange in each of the last twelve months (up to and including the Latest Practicable Date):

	Price per Share	
	Highest	**Lowest**
	HK$	*HK$*
2025		
April	0.029	0.020
May	0.034	0.024
June	0.031	0.025
July	0.033	0.026
August	0.033	0.027
September	0.048	0.025
October	0.036	0.028
November	0.033	0.025
December	0.033	0.027
2026		
January	0.034	0.027
February	0.032	0.028
March	0.031	0.026
April *(up to and including the Latest Practicable Date)*	0.031	0.027

BUY-BACK OF SHARES

No buy-back of Shares have been made by the Company on the Stock Exchange or otherwise during the six months immediately preceding the Latest Practicable Date.

STATUS OF BUY-BACK SHARES

Following a buy-back of the Shares, the Company may cancel any buy-back Shares and/or hold them as treasury Shares subject to, among others, applicable laws, market conditions and its capital management needs at the relevant time of the buy-backs, which may change due to evolving circumstances. Shareholders and potential investors of the Company should pay attention to any announcement to be published by the Company in the future, including but without limitation, any next day disclosure return and any relevant monthly return.

For any treasury Shares deposited with CCASS pending resale on the Stock Exchange, the Company shall, upon approval by the Board, implement the below interim measures which include (without limitation):

(i) procuring its broker not to give instructions to HKSCC to vote at general meetings for the treasury Shares deposited with CCASS;

(ii) in the case of dividends or distributions (if any and where applicable), the Company shall withdraw the treasury Shares from CCASS, and either re-register them in its own name as treasury Shares or cancel them, in each case before the relevant record date for the dividends or distributions; or

(iii) take any other measures to ensure that it will not exercise any Shareholders' rights or receive any entitlements which would otherwise be suspended under the applicable laws if those Shares were registered in its own name as treasury Shares.

GENERAL

To the best of their knowledge and having made all reasonable enquiries, none of the Directors nor any of their close associates have any present intention to sell any Shares to the Company or its subsidiaries.

No core connected persons of the Company have notified the Company that they have a present intention to sell any Shares to the Company, or have undertaken not to do so in the event that the Company is authorised to buy back the Shares.

The Directors confirmed that neither this explanatory statement nor the proposed buy-back has any unusual features.

The Directors will exercise the Buy-Back Mandate to buy back any Shares in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

* *For identification purpose only*

Details of the Proposed Amendments are set out as follows:

~~THIRD~~FOURTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION OF Kontafarma China Holdings Limited 華控康泰集團有限公司

(Adopted by Special Resolution passed on ~~9 June 2023~~[•] 2026)

Clause No.	Memorandum Before Amendment	Clause No.	Memorandum After Amendment
Heading	THIRD AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION	Heading	~~THIRD~~FOURTH AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION
Heading	(Adopted by Special Resolution passed on 9 June 2023)	Heading	(Adopted by Special Resolution passed on ~~9 June 2023~~[•] 2026)
Article No.	**Article Before Amendment**	**Article No.**	**Article After Amendment**
Heading	THIRD AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION	Heading	~~THIRD~~FOURTH AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION
Heading	(Adopted by Special Resolution passed on 9 June 2023)	Heading	(Adopted by Special Resolution passed on ~~9 June 2023~~[•] 2026)
1.(b)	Nil	1.(b)	"actionable corporate communication" shall have the same meaning given to it in the Listing Rules;
1.(b)	"black rainstorm warning" shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong);	1.(b)	"black rainstorm warning" shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong), as in force from time to time and any amendments thereto or re-enactments thereof for the time being in force and includes every other law or subsidiary legislation incorporated therewith or substituted therefor;

Clause No.	Memorandum Before Amendment	Clause No.	Memorandum After Amendment
1.(b)	"Communication Facilities" means video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of hearing and being heard by each other;	1.(b)	"Communication Facilities" means video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of hearing and being heard by each other and all members' rights to speak and vote at the meeting are maintained;
1.(b)	"Companies Ordinance" means the Companies Ordinance, Cap. 622 of the Laws of Hong Kong as amended from time to time;	1.(b)	"Companies Ordinance" means the Companies Ordinance~~, Cap.~~(Chapter 622 of the Laws of Hong Kong) as amended from time to time;
1.(b)	Nil	1.(b)	"corporate communication" shall have the same meaning given to it in the Listing Rules;
1.(b)	"gale warning" shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong);	1.(b)	"gale warning" shall have the meaning given to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong), as in force from time to time and any amendments thereto or re-enactments thereof for the time being in force and includes every other law or subsidiary legislation incorporated therewith or substituted therefor;

Article No.	Article Before Amendment	Article No.	Article After Amendment
1.(b)	"Hybrid Meeting" shall have mean a general meeting held and conducted by (i) physical attendance by Shareholders (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Shareholders (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) by means of Communication Facilities;	1.(b)	"Hybrid Meeting" ~~shall have mean~~means a general meeting held and conducted by (i) physical attendance and participation by Shareholders and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) at the Principal Meeting Place and where applicable, one or more Meeting Locations and at the same time (ii) virtual attendance and participation by Shareholders and/or proxies (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) by means of Communication Facilities;
1.(b)	Nil	1.(b)	"Meeting Location" shall have the meaning given to it by Article 64A, and for the avoidance of doubt shall include the Principal Meeting Place unless otherwise specified;
1.(b)	Nil	1.(b)	"Physical Meeting" means 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;

Article No.	Article Before Amendment	Article No.	Article After Amendment
1.(b)	"Present" means, in respect of any Person, such Person's presence at a general meeting of Shareholders, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any Shareholders, a proxy which has been validly appointed by such Shareholder in accordance with these Articles), being: (i) physically present at the meeting; or (ii) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting and Hybrid Meeting, connected by means of the use of such Communication Facilities;	1.(b)	"Present" means, in respect of any Person, such Person's presence at a general meeting of Shareholders, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any Shareholders, a proxy which has been validly appointed by such Shareholder in accordance with these Articles), being: (i) physically present at the meeting; or (ii) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting and/or Hybrid Meeting, connected by means of the use of such Communication Facilities; and the term "presence" (and its grammatical derivatives) in the context of general meetings shall be construed accordingly;
1.(b)	Nil	1.(b)	"Principal Meeting Place" shall have the meaning given to it by Article 65;
1.(b)	"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;	1.(b)	"Share" means a share in the share capital of the Company and includes (i) a fraction of a share in the Company, and (ii) stock except where a distinction between stock and Shares is expressed or implied;
1.(b)	Nil	1.(b)	"treasury shares" shall mean shares repurchased and held by the Company in treasury as authorised by the Companies Act which, for the purpose of these Articles, include shares repurchased by the Company and held or deposited in Clearing House for sale on the HK Stock Exchange;

Article No.	Article Before Amendment	Article No.	Article After Amendment
1.(b)	Nil	1.(b)	"UNSRT System" means an uncertificated securities registration and transfer system, and in relation to any shares or securities of the Company, a computer-based system, together with procedures and other facilities, that enables title to the shares and securities to be evidenced and transferred without an instrument, and facilitates supplementary and incidental matters.
1.(b)	Nil	1.(b)	"USM Rules" mean the Securities and Futures (Uncertificated Securities Market) Rules (Cap. 571AS) made under the Securities and Futures Ordinance), as in force from time to time and any amendments thereto or re-enactments thereof for the time being in force and includes every other rules or subsidiary legislation incorporated therewith or substituted therefor.
Nil	Nil	1.(g)	References to the right of a member to speak at a Virtual Meeting or a Hybrid Meeting shall include the right to raise questions or make statements to the Chairman, verbally or in written form, by means of Communication Facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the Chairman) in which event the Chairman shall relay the questions raised or the statements made to all persons present at the meeting, either orally or in writing using Communication Facilities.

Article No.	Article Before Amendment	Article No.	Article After Amendment
6	Where the share capital of the Company include shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such shares. Where the share capital of the Company includes shares with different voting rights, the words "restricted voting" or "limited voting" shall appear in the designation of each class of shares other than the class of shares with the most favourable voting rights.	6	[DELETED]
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.	9	[DELETED]
13.(f)	make provision for the issue and allotment of Shares which do not carry any voting rights;	13.(f)	[DELETED]

Article No.	Article Before Amendment	Article No.	Article After Amendment
15	(a) Subject to the Companies 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 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.	15	(a) Subject to the Companies Act, or any other law or so far as not prohibited by any law or the Listing Rules 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 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
	(b) (i) Subject to the provisions of the Companies Act, the Memorandum and the Articles, 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. (ii) 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. (c) (i) The purchase or redemption of any Share shall not be deemed to give rise to the purchase or redemption of any other Share. (ii) 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.		(b) The Board may accept the surrender for no consideration of any fully paid share. ~~(b)~~(c) (i) Subject to the provisions of the Companies Act, the Memorandum and the Articles, 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.~~by a special resolution. (ii) [DELETED]

Article No.	Article Before Amendment	Article No.	Article After Amendment
			~~(c)~~(d) (i) The purchase or redemption of any Share shall not be deemed to give rise to the purchase or redemption of any other Share. (ii) 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, if any, for cancellation and thereupon the Company shall pay to him the purchase or redemption monies in respect thereof.
Nil	Nil	16A	Subject to the Companies Act, the Listing Rules and any other rules and regulations of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares.
Nil	Nil	16B	No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Shareholders on a winding up) may be declared or paid in respect of a treasury share. Nothing in this Article prevents an allotment of shares as fully paid bonus shares in respect of a treasury share and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares.

Article No.	Article Before Amendment	Article No.	Article After Amendment
Nil	Nil	16C	The Company shall be entered in the Register as the holder of the treasury shares provided that: (a) the Company shall not be treated as a Shareholder for any purpose and shall not exercise any right in respect of the treasury shares, and any purported exercise of such a right shall be void; and (b) a treasury share shall not be voted, directly or indirectly, at any general meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act.
Nil	Nil	16D	Subject to the Companies Act, the Listing Rules and any other rules and regulations of any competent regulatory authority, treasury shares may be disposed of by the Company on such terms and conditions as determined by the Directors.
Nil	Nil	16E	Subject to the Companies Act, these Articles, the Listing Rules, and any other rules and regulations of any competent regulatory authority, the Board may by a resolution of the Directors at any time: (a) cancel any one or more treasury shares; or (b) transfer any one or more treasury shares to any person, whether or not for valuable consideration (including at a discount to the nominal or par value of such shares).

Article No.	Article Before Amendment	Article No.	Article After Amendment
17	(a) The Board shall cause to be kept the Register and there shall be entered therein the particulars required under the Companies Act. (b) Subject to the provisions of the Companies 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. (c) During the Relevant Period (except when the Register is closed), any Shareholder may inspect during business hours any Register maintained in Hong Kong without charge and 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.	17	(a) The Board shall cause to be kept the Register and there shall be entered therein the particulars required under the Companies Act. (b) ~~Subject to the provisions of the Companies Act, if~~If the Board considers it necessary or appropriate, the Company may establish and maintain a principal or branch ~~register of Shareholders~~Register 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~~Register in Hong Kong. (c) During the Relevant Period (except when the Register is closed), any Shareholder may inspect during business hours any Register maintained in Hong Kong without charge and 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. The reference to business hours herein is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each business day is to be allowed for inspections. (d) For the avoidance of doubt, any holder of prescribed securities (as defined in the USM Rules) is entitled, on request and without charge, to inspect any entry made in relation to that person in the register and during the course of the inspection make a copy of any such entries.

Article No.	Article Before Amendment	Article No.	Article After Amendment
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.	19	Every certificate, if issued, 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, which shall only be affixed or imprinted to a share certificate with the authority of the Board.
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 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.	20	Every share certificate ~~hereafter~~, if issued, shall specify the number and class of ~~Shares~~shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as the Board may from time to time prescribe. ~~A 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 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.~~

Article No.	Article Before Amendment	Article No.	Article After Amendment
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.	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~~ such sum as may from time to time be ~~allowed or not prohibited~~permitted under the Listing Rules~~, and, in the case of any other capital, such~~ (or such lesser 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~~require), 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.~~
39	Subject to the Companies Act, all transfers of Shares shall be effected by transfer in writing in the usual or common form or in any standard form of transfer as prescribed by the HK Stock Exchange or 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.	39	Subject to the Companies Act, all transfers of Shares shall be effected by transfer in writing in the usual or common form or in ~~any standard form of transfer as prescribed by the HK Stock Exchange or~~ 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
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.	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 instrument of transfer of any share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor and transferee provided that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures. 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
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 4 joint holders or a transfer of any Shares (not being a fully paid up Share) on which the Company has a lien.	42	Notwithstanding Articles 40 and 41, transfers of shares which are listed on the HK Stock Exchange may be effected by any method of transferring or dealing in securities permitted by the Listing Rules, the Securities and Futures Ordinance and/or the USM Rules and which has been approved by the Board for such purpose. 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 4 joint holders or a transfer of any Shares (not being a fully paid up Share) on which the Company has a lien~~.

Article No.	Article Before Amendment	Article No.	Article After Amendment
43	The Board may also decline to recognise any instrument of transfer unless:- (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; (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.	43	The Board may also decline to recognise any instrument of transfer unless:- (a) a fee of such amount not exceeding the maximum amount 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~~where the transfer is effected by an instrument of transfer, the instrument of transfer is lodged at the relevant Registration Office or, as the case may be, the Transfer Office accompanied by the certificate (if any) 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) where the transfer is effected by an instrument of transfer, the instrument of transfer is in respect of only one class of Share; (d) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four; ~~(d)~~(e) the Shares concerned are free of any lien in favour of the Company; and ~~(e)~~(f) where the transfer is effected by an instrument of transfer, if applicable, the instrument of transfer is properly stamped.

Article No.	Article Before Amendment	Article No.	Article After Amendment
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.	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 shall be made to an infant or to a person in respect of whom an order has been 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 or under other legal disability.
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.	46	Upon every transfer of Shares, the certificate in respect thereof (if any) held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall, subject to the Board resolving to issue share certificates pursuant to Article 18, 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, subject to the Board resolving to issue share certificates pursuant to Article 18, be issued to him ~~as provided in Article 18~~. The Company shall retain the instrument of transfer.
61(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.	61(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 (if any) 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
62	At all times during the Relevant Period, the Company shall hold a general meeting as its annual general meeting in each financial year and such annual general meeting shall be held within six (6) months after the end of the financial year and 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.	62	At all times during the Relevant Period, the Company shall hold a general meeting as its annual general meeting in each financial year and such annual general meeting shall be held within six (6) months (or such other period as may be permitted by the Listing Rules or the HK Stock Exchange) after the end of ~~the~~such financial year and shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place (which, in the case of a Virtual Meeting or a Hybrid Meeting, includes a virtual place) as the Board shall appoint.
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, not less than one tenth voting rights, on a one vote per share basis, of the issued shares of the Company which as at that date carries the right to vote at general meetings. 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 2 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.	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, not less than one tenth voting rights (voting rights attaching to treasury shares are excluded), on a one vote per share basis, ~~of~~in the ~~issued~~ share~~s~~ capital (excluding treasury shares) of the Company which as at that date carries the right to vote at general meetings. 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 2 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
64A	The Directors may make Communication Facilities available for a specific general meeting or all general meetings of the Company so that Shareholders and other participants may attend and participate at such general meetings by means of such Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a physical meeting in any part of the world and at one or more locations, Virtual Meeting or Hybrid Meeting.	64A	The ~~Directors~~Board may make Communication Facilities available for a specific general meeting or all general meetings of the Company so that ~~Shareholders and~~the Chairperson, the Directors, the members, and/or other participants may attend and participate at such general meetings by means of such Communication Facilities. Without limiting the generality of the foregoing, (i) the Directors may determine that any general meeting ~~may~~ be held as a ~~physical meeting in any part of the world and at one or more locations,~~ Virtual Meeting or a Hybrid Meeting~~.~~ and (ii) a Physical Meeting may also be held by means of such Communication Facilities that permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such way in such a meeting shall constitute presence at such meeting. The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by specific means in addition to or in lieu of (as the case may be) physical attendance at the Principal Meeting Place, whether by simultaneous attendance and participation by means of Communication Facilities and/or at such location or locations ("**Meeting Location(s)**") or otherwise as determined by the Board at its absolute discretion. Any member's participation (whether in person, or by proxy, or in case of member not being a natural person, by its duly authorised representative) in such way in such a meeting shall constitute presence at such a meeting and shall be counted in the quorum of the meeting and entitled to vote at the meeting, and such a meeting shall be duly constituted and its proceedings valid provided that the Chairperson is satisfied that adequate Communication Facilities are available throughout the meeting to ensure that members, their proxies or duly authorised representatives are able to participate in the business for which the meeting has been convened.

Article No.	Article Before Amendment	Article No.	Article After Amendment
65	An annual general meeting shall be called by at least 21 days' notice in writing, and an extraordinary general meeting of the Company 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. If the general meeting is to be a Hybrid Meeting or a Virtual Meeting, the notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 66C) at which Communication Facilities will be utilised (including any Hybrid Meeting or Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any Shareholder or other participant of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such general meeting. Notice of every general meeting 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: (a) in the case of a meeting called as the annual general meeting, by all the Shareholders entitled to attend and vote thereat; and	65	An annual general meeting shall be called by at least 21 days' notice in writing, and an extraordinary general meeting of the Company 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. If~~ (a) the time and date of the meeting; (b) save for a Virtual Meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Article 64A, the principal place of the meeting (the "**Principal Meeting Place**");

Article No.	Article Before Amendment	Article No.	Article After Amendment
	(b) in the case of any other meeting, by a majority in number of the Shareholders having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the Shares giving that right.		(c) if the general meeting is to be held as a Virtual Meeting or a Hybrid Meeting o~~r a Virtual Meeting, the notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 66C) at which Communication Facilities will be utilised (including any Hybrid Meeting or Virtual Meeting) must disclose~~, that the meeting is to be held in such manner and the details of the Communication Facilities ~~that will~~to be utilised at the meeting, including the procedures to be followed by any ~~Shareholder~~member or other participant of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such ~~general meeting. Notice of every general meeting 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~~meeting (which Communication Facilities may vary from time to time and from meeting to meeting as the Board may, in its absolute discretion, deem fit), or where such details will be made available by the Company prior to such meeting; and

Article No.	Article Before Amendment	Article No.	Article After Amendment
			(d) the agenda of the meeting, the particulars of the resolutions and the general nature of the business to be considered at the meeting. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Notwithstanding that a meeting of the Company ~~shall notwithstanding that it~~ is called by shorter notice than that specified in this Article, such meeting shall be deemed to have been duly called if it is so agreed: (a) in the case of a meeting called as the annual general meeting, by all the Shareholders entitled to attend 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 and vote at the meeting, being a majority together holding not less than 95% in nominal value of the Shares giving that right.

Article No.	Article Before Amendment	Article No.	Article After Amendment
66A	If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general 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 it is inappropriate, impracticable, unreasonable or undesirable to hold the general meeting on the date or at the time and place specified in the notice calling such meeting, it may change or postpone the meeting to another date, time and place in accordance with Article 66C.	66A	If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general 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 it is inappropriate, impracticable, unreasonable or undesirable to hold the general meeting on the date or at the time and place (whether physical or virtual) specified in the notice calling such meeting, it may change or postpone the meeting to another date, time and place (whether physical or virtual) in accordance with Article 66C.
66C(b)	the Board shall fix the date, time and place for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting by one of the means specified in Article 181; and such notice shall specify the date, time and place at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and	66C(b)	the Board shall fix the date, time and place (whether physical or virtual) for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting ~~by one of~~in the ~~means~~manner specified in Article 181; and such notice shall specify the date, time and place (whether physical or virtual) at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and

Article No.	Article Before Amendment	Article No.	Article After Amendment
67A	The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of Communication Facilities at such location or locations ("**Meeting Location(s)**") determined by the Board at its absolute discretion. Any Shareholder or any proxy attending and participating in such way or any Shareholder participating in a Hybrid Meeting or a Virtual Meeting by means of Communication Facilities is deemed to be Present at and shall be counted in the quorum of the meeting.	Nil	~~The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of Communication Facilities at such location or locations ("**Meeting Location(s)**") determined by the Board at its absolute discretion. Any Shareholder or any proxy attending and participating in such way or any Shareholder participating in a Hybrid Meeting or a Virtual Meeting by means of Communication Facilities is deemed to be Present at and shall be counted in the quorum of the meeting.~~
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 and entitled to vote shall be a quorum and may transact the business for which the meeting was called.	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 (whether physical or virtual) 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 and entitled to vote shall be a quorum and may transact the business for which the meeting was called.

Article No.	Article Before Amendment	Article No.	Article After Amendment
71	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 as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least 7 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.	71	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 (whether physical or virtual) to place as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least 7 clear days' notice, specifying the place (whether physical or virtual), 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.
74	A poll shall (subject as provided in Article 75) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman of the meeting directs. No notice need to 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 taken.	74	A poll shall (subject as provided in Article 75) be taken in such manner (including the use of ballot or voting papers or tickets or by electronic voting) and at such time and place not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman of the meeting directs. No notice ~~need~~needs to 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 taken.

Article No.	Article Before Amendment	Article No.	Article After Amendment
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 (a) every Shareholder Present shall have the right to speak, (b) on a show of hands every Shareholder who is Present shall (save as provided otherwise in this Article) have one (1) vote, and (c) on a poll every Shareholder Present 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). 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.	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~~ (a),~~ every Shareholder Present shall have (a) the right to speak, (b)~~ on a show of hands every Shareholder who is Present shall (save as provided otherwise in this Article) have~~ one ~~(1)~~ vote on a show of hands, and (c) ~~on a poll every Shareholder Present 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) on a poll. 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.
89(a)	in the case of an appointment of proxy in hard copy form, be delivered at the registered office of the Company (or at such other place as may be specified in the notice convening the meeting or in any notice of any adjournment or postponement or, in either case, in any document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote;	89(a)	in the case of an appointment of proxy in hard copy form, be delivered at the registered office of the Company (or at such other place or in such other manner (including by electronic means) as may be specified in the notice convening the meeting or in any notice of any adjournment or postponement or, in either case, in any document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote;

Article No.	Article Before Amendment	Article No.	Article After Amendment
89(c)	in the case of a poll taken subsequently to the date of a meeting or adjourned meeting or postponed meeting, not less than 48 hours before the time appointed for the taking of the poll. A default in delivering or receiving the instrument of proxy in accordance with this Article shall not be treated as valid provided always that the Chairman of the meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company. No instrument appointing a proxy shall be valid after the expiration of 12 Months from the date named in it as the date of its execution. Delivery of any 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 or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.	89(c)	in the case of a poll taken subsequently to the date of a meeting or adjourned meeting or postponed meeting, not less than 48 hours before the time appointed for the taking of the poll. A default in delivering or receiving the instrument of proxy in accordance with this Article shall not be treated as valid provided always that the Chairman of the meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited ~~upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company~~. No instrument appointing a proxy shall be valid after the expiration of 12 Months from the date named in it as the date of its execution. Delivery of any 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 or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

Article No.	Article Before Amendment	Article No.	Article After Amendment
92	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 89, at least 2 hours before the commencement of the meeting or adjourned meeting at which the proxy is used.	92	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 or such other manner as is referred to in Article 89, at least 2 hours before the commencement of the meeting or adjourned meeting at which the proxy is used.
93(b)	Where a Shareholder is a Clearing House (or its nominee(s)), it may (subject to Article 94) 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 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 shall 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.	93(b)	Where a Shareholder is a Clearing House (or its nominee(s)), it may (subject to Article 94) 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 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 shall 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 speak and, where a show of hands is allowed, the right to vote individually on a show of hands, notwithstanding any contrary provision contained in these Articles.

Article No.	Article Before Amendment	Article No.	Article After Amendment
108(c)	A company shall be deemed to be a company in which a Director and/or his Close Associate(s) owns five (5) per cent. or more if and so long as (but only if and so long as) he and/or his Close Associates, (either directly or indirectly) are the holders of or beneficially interested in five (5) per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company (or of any third company through which his interest or that of any of his Close Associates is derived). For the purpose of this paragraph there shall be disregarded any shares held by a Director or his Close Associate(s) as bare or custodian trustee and in which he or any of them has no beneficial interest, any shares comprised in a trust in which the interest of the Director or his Close Associate(s) is/are in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or his Close Associate(s) is/are interested only as a unit holder. Where a company in which a Director and/or his Close Associate(s) holds five (5) per cent. or more is materially interested in a transaction, then that Director and/or his Close Associate(s) shall also be deemed materially interested in such transaction.	108(c)	[DELETED]

Article No.	Article Before Amendment	Article No.	Article After Amendment
110	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: (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	[DELETED]

Article No.	Article Before Amendment	Article No.	Article After Amendment
135	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.	135	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 to each Director either in writing or by telephone or by facsimile, telex or telegram ~~or facsimile transmission at the telephone or facsimile number or~~at the address or telephone, facsimile or telex number 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.~~

Article No.	Article Before Amendment	Article No.	Article After Amendment
143(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. Notwithstanding the foregoing, a resolution in writing shall not be valid and effective if the resolution relates to any matter or business in which a Shareholder of the Company with a substantial shareholding in the Company, or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.	143(a)	~~A~~Unless required otherwise by the Listing Rules, 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. Notwithstanding the foregoing, a resolution in writing shall not be valid and effective if the resolution relates to any matter or business in which a Shareholder of the Company with a substantial shareholding in the Company, or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.
144(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 138; and (iii) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.	144(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 138; ~~and~~ (iii) all declarations made or notices given by any Director of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise; and ~~(iii)~~(iv) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.

Article No.	Article Before Amendment	Article No.	Article After Amendment
164	(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. (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.	164	(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. (b) The Board may retain any dividends or other monies payable upon shares in respect of which any person is, under the provisions as to the transmission of shares hereinbefore contained, entitled to become a member, or in respect of which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same. (~~b~~c) 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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
168	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.	168	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 wire transfer to the holder or 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. The Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise its power to cease sending wire transfers or cheques for dividend entitlements or dividend warrants after the first occasion on which such a wire transfer, cheque or warrant is returned undelivered.

Article No.	Article Before Amendment	Article No.	Article After Amendment
181(A)	(i) 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 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. (ii) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. In case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders. Without limiting the generality of the foregoing but subject to the Companies 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 notifying the Shareholder concerned that it has been so published.	181(A)	(i) 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 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. (ii) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications and actionable corporate communication within the meaning ascribed thereto under the Listing Rules) may be served ~~on or delivered to any Shareholder either personally or by~~by the Company and any notices may be served by the Board on any member in any of the following manner to the extent permitted by, and in compliance with the requirements of, the Listing Rules: (a) personally by leaving it at the registered address of such member as appearing in the Register; (b) 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.~~Register;

Article No.	Article Before Amendment	Article No.	Article After Amendment
	(iii) 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.		(c) by electronic means by transmitting it to any electronic number or address or website supplied by the Member to the Company; (d) by placing it on the Company's Website and the HK Stock Exchange's website; or (e) (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules. 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 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 notifying the Shareholder concerned that it has been so published.~~ (iii) Any such notice or document may be served or delivered by the Company by reference to the ~~register~~Register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the ~~register~~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.

Article No.	Article Before Amendment	Article No.	Article After Amendment
			(iv) Notice of every general meeting shall be given in any manner hereinbefore authorised to: (a) every person shown as a member in the register of members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of members; (b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member of record where the member of record but for his death or bankruptcy would be entitled to receive notice of the meeting; (c) the Auditors; (d) each Director and alternate Director; (e) the HK Stock Exchange; and (f) such other person to whom such notice is required to be given in accordance with the Listing Rules. (v) No other person shall be entitled to receive notices of general meetings.

Article No.	Article Before Amendment	Article No.	Article After Amendment
183	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.	183	~~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.~~ Any notice or document, including any corporate communication and actionable corporate communication: (a) delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left;

Article No.	Article Before Amendment	Article No.	Article After Amendment
			(b) sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof; (c) given by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws or regulations, and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient; (d) served by being placed on the Company's Website and the Exchange's website shall be deemed to be served at the time the notice or document first appears on the Company's Website and the Exchange's website, or at such later time as may be prescribed by the Listing Rules; and (e) served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates).

Article No.	Article Before Amendment	Article No.	Article After Amendment
197	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 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.	Nil	~~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 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.~~

Article No.	Article Before Amendment	Article No.	Article After Amendment
	(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".		~~(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".~~
198	Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.	197	Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.



華控康泰集團有限公司
Kontafarma China Holdings Limited

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1312)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the annual general meeting (the "**Meeting**") of Kontafarma China Holdings Limited (the "**Company**") will be held at Shop 4, G/F, Causeway Centre, 28 Harbour Road, Wanchai, Hong Kong on Friday, 5 June 2026 at 11:00 a.m. for the following purposes:

ORDINARY RESOLUTIONS

1. To receive and adopt the audited financial statements of the Company and the reports of the directors of the Company (the "**Director(s)**") and independent auditor of the Company for the year ended 31 December 2025.

2. (A) To re-elect Mr. Ge Shouwen as an executive Director;

   (B) To re-elect Ms. Guo Zixiu as an executive Director;

   (C) To re-elect Mr. Huang Yu as a non-executive Director; and

   (D) To re-elect Dr. Ho Ho Ming as an independent non-executive Director.

3. To authorise the board of Directors (the "**Board**") to fix the Directors' fees for the year ending 31 December 2026.

4. To re-appoint BDO Limited as the independent auditor of the Company and to authorise the Board to fix its remuneration.

5. To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

   (A) "**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 allot, issue or otherwise deal with additional shares of the Company (the "**Shares**") (including any sale or transfer of Shares out of treasury that are held as treasury Shares) or securities convertible into Shares, or options, warrants or similar rights to subscribe for any

Shares, and to make or grant offers, agreements and options which might require the exercise of such powers, be and is hereby generally and unconditionally approved;

(b) the approval given in paragraph (a) of this resolution shall authorise the Directors during the Relevant Period (as hereinafter defined) to make or grant offers, agreements and options which might require the exercise of such powers after the end of the Relevant Period (as hereinafter defined);

(c) the aggregate number of Shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) and issued (including treasury Shares resold and/or transferred) by the Directors pursuant to the approval given in paragraph (a) of this resolution, otherwise than pursuant to:

(i) a Rights Issue (as hereinafter defined);

(ii) the exercise of the rights of subscription or conversion attaching to any warrants issued by the Company or any securities which are convertible into Shares;

(iii) the exercise of any options granted under any option scheme or similar arrangement for the time being adopted for the grant or issue to employees of the Company and/or any of its subsidiaries of Shares or rights to acquire Shares; or

(iv) any scrip dividend or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares pursuant to the amended and restated articles of association of the Company (the "**Articles of Association**") from time to time,

shall not exceed 20% of the aggregate number of the issued Shares (excluding any treasury Shares) at the date of passing of this resolution and the said approval shall be limited accordingly;

(d) subject to the passing of each of paragraphs (a), (b) and (c) of this resolution, any prior approvals of the kind referred to in paragraphs (a), (b) and (c) of this resolution which had been granted to the Directors and which are still in effect be and are hereby revoked; and

(e) 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 to be held; or

(iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.

"Rights Issue" means the allotment, issue or grant of Shares pursuant to an offer of Shares open for a period fixed by the Directors to holders of Shares, 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 at that date (subject to such exclusion 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, or the requirements of any recognised regulatory body or any stock exchange in, any territory applicable to the Company)."

(B) "**THAT**:

(a) subject to paragraph (b) of this resolution, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to buy back Shares on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") or on any other stock exchange on which the Shares may be listed and recognised for this purpose by the Securities and Futures Commission of Hong Kong (the "**SFC**") and the Stock Exchange under the Code on Share Buy-backs administrated by the SFC, subject to and in accordance with all applicable laws and regulations, be and is hereby generally and unconditionally approved;

(b) the aggregate number of the Shares which may be bought back by the Company pursuant to paragraph (a) of this resolution during the Relevant Period (as hereinafter defined) shall not exceed 10% of the aggregate number of the issued Shares (excluding any treasury Shares) at the date of the passing of this resolution, and the approval granted under paragraph (a) of this resolution shall be limited accordingly;

(c) subject to the passing of each of the paragraphs (a) and (b) of this resolution, any prior approvals of the kind referred to in paragraphs (a) and (b) of this resolution which had been granted to the Directors and which are still in effect be and are hereby revoked; and

(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 to be held; or

(iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting."

(C) "**THAT** conditional upon the passing of resolutions Nos. 5(A) and 5(B) as set out in the notice convening the Meeting (the "**Notice**"), the general mandate granted to the Directors to exercise the powers of the Company to allot, issue or otherwise deal with additional securities (including any sale or transfer of treasury Shares) of the Company pursuant to resolution No. 5(A) as set out in the Notice be and is hereby extended by the addition thereto an amount representing the aggregate number of the Shares bought back by the Company under the authority granted pursuant to resolution No. 5(B) as set out in the Notice, provided that such amount shall not exceed 10% of the aggregate number of the issued Shares (excluding any treasury Shares) at the date of the passing of this resolution."

SPECIAL RESOLUTION

6. To consider and, if thought fit, pass with or without amendments, the following resolution as special resolution of the Company:

"**THAT:**

(a) the proposed amendments (the "**Proposed Amendments**") to the existing third amended and restated memorandum and articles of association of the Company (the "**Existing Memorandum and Articles of Association**") as set out in Appendix III to the circular dated 24 April 2026 be and are hereby approved and that the fourth amended and restated memorandum and articles of association (the "**New Memorandum and Articles of Association**") which contains all the Proposed Amendments, and a copy of which has been produced to the Meeting and marked "A" and initialed by the chairman of the Meeting, be and is hereby approved and adopted in substitution for and to the exclusion of the Existing Memorandum and Articles of Association with immediate effect; and

(b) any Director or company secretary of the Company be and is hereby authorised to do all such acts, deeds and things and execute all such documents and make all such arrangements that he/she shall, in his/her absolute discretion, deem necessary or expedient to give effect to the adoption of the New Memorandum and Articles of Association, including without limitation, attending to the necessary filings with the Registrar of Companies in Hong Kong and the Cayman Islands."

By Order of the Board
Kontafarma China Holdings Limited
Chan Lok Tung
Company Secretary

Hong Kong, 24 April 2026

Registered office:
Windward 3
Regatta Office Park
P.O. Box 1350
Grand Cayman KY1-1108
Cayman Islands

Head office and principal place of business:
Rooms 12A15–12A20, 12A/F
Sun Hung Kai Centre
30 Harbour Road
Wanchai
Hong Kong

Notes:

1. All resolutions set out in this Notice will be taken by poll pursuant to the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**") and the results of the poll will be published on the respective websites of the Stock Exchange and the Company in accordance with the Listing Rules.

2. A member of the Company (the "**Member**") entitled to attend and vote at the Meeting will be entitled to appoint one (or, if he/she/it holds two or more Shares, more than one) proxy to attend and, on a poll, vote in his/her/its stead. A proxy need not be a Member, but must be present to represent the Member.

3. A form of proxy in respect of the Meeting is made available on the website of the Stock Exchange (http://www.hkexnews.hk) and the Company's website (http://www.kontafarma.com.hk). If you do not intend to attend the Meeting but wish to exercise your right as a shareholder, you are urged to complete, sign and return the form of proxy in accordance with the instructions printed thereon. Completion and return of the form of proxy will not preclude you from attending the Meeting and voting in person if you so wish. In the event that you attend the Meeting after having lodged the form of proxy, it will be deemed to have been revoked. For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).

4. To be valid, the form of proxy, together with any power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority, must be deposited at the Company's branch share registrar 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 fixed for the Meeting or any adjournment thereof.

5. Where there are joint holders of any Shares, any one of such joint holders may vote at the Meeting either personally or by proxy in respect of such Shares as if he or she was solely entitled thereto, but if more than one of such joint holders are present at the Meeting personally or by proxy, that one of such joint holders so present whose name stands first on the register of members of the Company shall alone be entitled to vote in respect of such Shares.

6. For determining the entitlement to attend and vote at the Meeting, the register of members of the Company will be closed from Monday, 1 June 2026 to Friday, 5 June 2026 (both days inclusive), during which period no transfer of Shares will be registered. In order for a Member to be eligible to attend and vote at the Meeting, all transfer forms accompanied by the relevant share certificates must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Friday, 29 May 2026. The record date for determining the eligibility of the Members to attend and vote at the Meeting will be Friday, 5 June 2026.

7. In respect of resolution No. 5(A) above, the Directors wish to state that they have no immediate plan to issue any new securities of the Company under this mandate. Approval is being sought from Members as a general mandate, in compliance with the Listing Rules, in order to ensure flexibility and discretion to the Directors in the event that it becomes desirable to issue any securities of the Company (including any sale or transfer of treasury Shares) up to 20% of the issued Shares (excluding any treasury Shares) at the date of the passing of the resolution.

8. The general purpose of the authority to be conferred on the Directors by resolution No. 5(B) above is to increase flexibility and to provide discretion to the Directors in the event that it becomes desirable to buy back Shares representing up to a maximum of 10% of the issued Shares (excluding any treasury Shares) at the date of the passing of the resolution.

9. If a tropical cyclone warning signal No. 8 or above is expected to be hoisted, or "extreme conditions" caused by super typhoons exist, or a black rainstorm warning signal is expected to be in force at any time between 8:00 a.m. and 5:00 p.m. on the date of the Meeting, the Meeting will be postponed and Members will be informed of the date, time and venue of the postponed Meeting by a supplemental notice posted on the respective websites of the Stock Exchange and the Company.

   If a tropical cyclone warning signal No. 8 or above or a black rainstorm warning signal is lowered or cancelled at or before 8:00 a.m. on the date of the Meeting and where conditions permit, the Meeting will be held as scheduled.

   The Meeting will be held as scheduled when an amber or red rainstorm warning signal is in force. After considering their own situations, Members should decide on their own whether or not they would attend the Meeting under any bad weather condition and if they do so, they are advised to exercise care and caution.

10. References to time and dates in this Notice are to Hong Kong time and dates.