THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in **Glory Health Industry Limited**, you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

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GLORY国瑞

GLORY HEALTH INDUSTRY LIMITED
國瑞健康產業有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2329)

PROPOSALS ON
(1) GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES
(2) RE-ELECTION OF RETIRING DIRECTORS
(3) RE-APPOINTMENT OF THE AUDITOR
(4) AMENDMENTS TO EXISTING ARTICLES AND THE ADOPTION OF NEW ARTICLES
AND
(5) NOTICE OF ANNUAL GENERAL MEETING

Capitalised terms used in the lower portion of this cover page and the inside cover page of this circular shall have the same respective meanings as those defined in the section headed "Definitions" of this circular.

A notice convening the AGM to be held at 10:00 a.m. at Round Table Meeting Room, 10 Floor, East Block, Hademen Plaza, 8-1#Chongwenmenwai Street, Dongcheng District, Beijing, PRC on Tuesday, June 30, 2026 is set out on pages AGM-1 to AGM-6 of this circular. This circular together with the form of proxy are also published on the websites of the Stock Exchange (http://www.hkexnews.hk) and the Company (www.glorypty.com).

Whether or not you intend to attend and/or vote at the AGM in person, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's Hong Kong branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as practicable but in any event not later than 10:00 a.m. on Sunday, June 28, 2026. 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 should you so wish and, in such event, the proxy form shall be deemed to be revoked.

For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).

June 8, 2026

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

"AGM"	the annual general meeting of the Company to be held at 10:00 a.m., on Tuesday, June 30, 2026 at Round Table Meeting Room, 10 Floor, East Block, Hademen Plaza, 8-1#Chongwenmenwai Street, Dongcheng District, Beijing, PRC, or any adjournment thereof (as the case may be), the notice of which is set out on pages AGM-1 to AGM-6 of this circular
"Audit Committee"	audit committee of the Company
"Board"	the board of Directors
"CCASS"	Central Clearing and Settlement System established and operated by HKSCC
"close associate(s)"	has the same meaning as ascribed to it under the Listing Rules
"Company"	Glory Health Industry Limited (formerly known as Glory Land Company Limited), an exempted company with limited liability that was incorporated in the Cayman Islands on July 16, 2012, and the Shares of which are listed on the main board of the Stock Exchange
"core connected person(s)"	has the same meaning as ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"Existing Articles of Association"	the existing second amended and restated articles of association of the Company
"Group"	the Company and its subsidiaries
"HKSCC"	The 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 People's Republic of China

"Issue Mandate"	a general and unconditional mandate proposed to be granted to the Directors to exercise the power of the Company to allot, issue and deal with Shares (including any sale or transfer of treasury Shares) up to a maximum of 20% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of passing the ordinary resolution granting such mandate
"Latest Practicable Date"	June 5, 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information referred to in this circular
"Listing Rules"	Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
"New Articles of Association"	the third amended and restated articles of association of the Company incorporating and consolidating all the Proposed Amendments, proposed to be adopted by the Company at the AGM
"Nomination Committee"	nomination committee of the Company
"PRC"	the People's Republic of China (for the purpose of this circular, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan)
''Proposed Amendments''	the proposed amendments to the Existing Articles of Association as set out in Appendix III to this circular
"Remuneration Committee"	remuneration committee of the Company
"Repurchase Mandate"	a general and unconditional mandate proposed to be granted to the Directors to enable them to repurchase Shares, the aggregate number of which shall not exceed 10% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of passing the relevant resolution granting such mandate
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, as amended, supplemented or otherwise modified from time to time
"Share(s)"	ordinary share(s) of par value HK$0.001 each in the share capital of the Company

"Shareholder(s)"	holder(s) of Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	The Codes on Takeovers and Mergers and Share Buy-backs
"treasury Shares"	has the meaning ascribed to it under the Listing Rules
"%"	per cent.

The English text of this circular, the notice of the AGM and accompanying form of proxy shall prevail over their respective Chinese text in case of inconsistency.

GLORY HEALTH INDUSTRY LIMITED
國瑞健康產業有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2329)

Executive Directors
Mr. Zhang Zhangsun (張章笋) (*Chairman*)
Ms. Ruan Wenjuan (阮文娟)
Mr. Yuan Haibin (袁海濱)
Mr. Zhao Yuhong (趙育宏)
Ms. Zhang Xiaoqian (張小千)

Independent non-executive Directors
Ms. Chen Jinrong (陳晉蓉)
Mr. Deng Zhidong (鄧志東)
Mr. Wang Shiyu (王世渝)

Registered office
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head office and principal place of business in Hong Kong
Unit A, 26/F, Yan's Tower
27 Wong Chuk Hang Road
Hong Kong

June 8, 2026

To the Shareholders

Dear Sir/Madam,

PROPOSALS ON
(1) GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES
(2) RE-ELECTION OF RETIRING DIRECTORS
(3) RE-APPOINTMENT OF THE AUDITOR
(4) AMENDMENTS TO EXISTING ARTICLES AND THE ADOPTION OF NEW ARTICLES
AND
(5) NOTICE OF ANNUAL GENERAL MEETING

INTRODUCTION

The purpose of this circular is to provide you with the relevant information regarding, among other matters, (i) the grant of the Issue Mandate, Repurchase Mandate and the extension of the Issue Mandate by adding to it the aggregate number of Shares repurchased under the Repurchase Mandate; (ii) the re-election of retiring Directors; (iii) the Proposed Amendments and the adoption of the New Articles of Association; and (iv) the re-appointment of the auditor, and to give you notice of the AGM at which resolutions will be proposed to consider, and if thought fit, approve at the AGM.

GRANT OF ISSUE MANDATE AND REPURCHASE MANDATE

At the AGM, an ordinary resolution will be proposed to grant to the Directors a general and unconditional mandate to allot, issue and deal with further Shares (including any sale or transfer of treasury Shares) up to 20% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of passing of the relevant resolution.

At the AGM, an ordinary resolution will be proposed to grant to the Directors a general and unconditional mandate to exercise all powers of the Company to repurchase the issued Shares. The maximum number of Shares that may be repurchased pursuant to the Repurchase Mandate will be up to 10% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of passing of the relevant resolution.

Each of the Issue Mandate and the Repurchase Mandate, if approved, will continue in force until the earliest of: (i) the conclusion of the next annual general meeting, or (ii) the date by which the next annual general meeting of the Company is required to be held by law and/or the Existing Articles of Association, or (iii) the date on which such authority is revoked or varied by an ordinary resolution of the Company in general meeting.

Subject to the passing of the ordinary resolutions of granting the Issue Mandate and the Repurchase Mandate, an ordinary resolution will also be proposed to extend the Issue Mandate by adding the aggregate number of the Shares purchased pursuant to the Repurchase Mandate.

At the Latest Practicable Date, there are 4,444,417,986 Shares in issue and the Company did not hold any treasury Shares. On the basis that no new Shares are issued and no Shares are repurchased by the Company during the period from the Latest Practicable Date up to and including the date of the AGM:

(a) subject to the passing of the proposed resolution granting the Issue Mandate to the Directors, the Company will be allowed under the Issue Mandate to issue up to a maximum of 888,883,597 Shares (including any sale or transfer of treasury Shares), representing 20% of the number of Shares in issue (excluding any treasury Shares) as at the Latest Practicable Date; and

(b) subject to the passing of the proposed resolution granting the Repurchase Mandate to the Directors, the Company will be allowed under the Repurchase Mandate to repurchase up to a maximum of 444,441,798 Shares, representing 10% of the number of Shares in issue (excluding any treasury Shares) as at the Latest Practicable Date.

The explanatory statement required by the Listing Rules to be sent to Shareholders in connection with the proposed resolution to grant to the Directors the Repurchase Mandate is set out in Appendix I to this circular. It contains all the information reasonably necessary to enable Shareholders to make an informed decision on whether to vote for or against the relevant resolution.

The Directors wish to state that the Company has no immediate plans to repurchase any Shares or to allot and issue any new Shares.

RE-ELECTION OF RETIRING DIRECTORS

According to Article 16.18 of the Existing Articles of Association, at every annual general meeting of the Company one-third of the Directors for the time being (or, if their number is not three or a multiple of three, then the number nearest to, but not less than, one-third) shall retire from office by rotation provided that every Director (including those appointed for a specific term) shall be subject to retirement from office by rotation at least once every three years. Any Director appointed pursuant to Article 16.2 or Article 16.3 of the Existing Articles of Association shall not be taken into account in determining which Directors are to retire from office by rotation. A retiring Director shall retain office until the close of the meeting at which he retires and shall be eligible for re-election thereat. Accordingly, Mr. Zhang Zhangsun and Ms. Ruan Wenjuan, the executive Directors, and Mr. Deng Zhidong, the independent non-executive Director, will retire from office by rotation at the AGM and, being eligible, will offer themselves for re-election.

According to Article 16.2 of the Existing 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 addition to the Board. Any Director so appointed shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election at that meeting. Accordingly, Mr. Yuan Haibin and Ms. Zhang Xiaoqian, the executive Directors, and Mr. Wang Shiyu, the independent non-executive Director, will retire from office at the AGM and, being eligible, will offer themselves for re-election.

The Nomination Committee has reviewed the biographical information of the retiring Directors, and considered that the re-election of Mr. Deng Zhidong and Mr. Wang Shiyu as independent non-executive Directors would be in the best interests of the Company and Shareholders as a whole by taking into account that (i) Mr. Deng Zhidong has extensive experience in asset valuation, property valuation and consulting and other aspects; and (ii) Mr. Wang Shiyu possesses extensive experience in domestic and overseas listings, mergers and acquisitions and restructuring, investment and financing, real estate finance, and corporate globalization. Their working profile, other experience and factors are set out in Appendix II to this circular. Their depth of knowledge and experience can support their role and made valuable contributions to the Group. The Nomination Committee is satisfied that each of Mr. Deng Zhidong and Mr. Wang Shiyu 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 Mr. Deng Zhidong and Mr. Wang Shiyu based on reviewing his confirmation of independence to the Company pursuant to Rule 3.13 of the Listing Rules and confirmed that each of them remains independent.

Accordingly, with the recommendation of the Nomination Committee, the Board has proposed that all the retiring Directors stand for re-election as Directors at the AGM.

The biographical and other information on each of the retiring Directors who are proposed to be re-elected at the AGM are set out in Appendix II to this circular.

PROPOSED AMENDMENTS AND THE ADOPTION OF THE NEW ARTICLES

Reference is made to the announcement of the Company dated May 26, 2026 in relation to the Proposed Amendments and the adoption of the New Articles of Association.

The Board proposes to make certain amendments to the Existing Articles of Association, in order to, among other things, (a) update and bring the Existing Articles of Association to reflect and align with the latest regulatory requirements in relation to hybrid meetings and electronic voting requirements, the expanded paperless listing regime and the electronic dissemination of corporate communications by listed issuers, the implementation of the uncertificated securities market (USM) regime and the relevant amendments made to the Listing Rules; (b) update and bring the Existing Articles of Association to reflect and align with the latest regulatory requirements in relation to treasury shares and the relevant amendments made to the Listing Rules; and (c) make certain housekeeping amendments.

Accordingly, the Board proposes to amend the Existing Articles of Association by way of adoption of the New Articles of Association in substitution for, and to the exclusion of, the Existing Articles of Association. The Proposed Amendments brought about by the adoption of the New Articles of Association are subject to the approval of the Shareholders by way of a special resolution to be proposed in the AGM.

Full details of the Proposed Amendments brought about by the adoption of the New Articles of Association (marked-up against the Existing Articles of Association) are set out in Appendix III to this circular. The New Articles of Association are written in English. There is no official Chinese translation in respect thereof. Therefore, the Chinese version of the New Articles of Association is purely a translation only. Should there be any discrepancy, the English version shall prevail.

The legal adviser to the Company as to Hong Kong laws has confirmed that the Proposed Amendments conform with the applicable requirements under the Listing Rules and the legal adviser to the Company as to Cayman Islands laws has confirmed that the Proposed Amendments do not violate Cayman Islands law. The Company confirms that there is nothing unusual about the Proposed Amendments for a Cayman Islands company listed on the Stock Exchange.

RE-APPOINTMENT OF THE AUDITOR

The financial statements of the Group for the year ended December 31, 2025 were audited by WM CPA Limited whose term of office will expire upon the conclusion of the AGM. With the recommendation of the Audit Committee, the Board proposes to re-appoint WM CPA Limited as the auditor of the Company and to hold office until the conclusion of the next annual general meeting of the Company. An ordinary resolution will be proposed at the AGM to re-appoint WM CPA Limited as auditor of the Company until the conclusion of the next annual general meeting and to authorise the Board to fix their remuneration.

The estimated fee agreed with WM CPA Limited for the audit of the Company's financial results for the year ending December 31, 2026 is expected to be approximately HK$2.0 million. Such fee is determined after taking into account (a) its reputation, qualifications and experience; (b) the proposed work scope; (c) the size and seniority of the audit team serving the Company; (d) the Company's size, complexity and risk profile; and (e) the auditor's committed partner participation in on-site work, together with the audit proposal of WM CPA Limited which includes the audit plan and timetable and the size and seniority of the audit team serving the Company, noting in particular that the audit plan and timetable proposed is similar to that of previous financial year (on the assumptions that there is no material change to the Company's business and that the Company will fully cooperate and provide all necessary information including books and records in the audit process).

The Board considers that the estimated audit fee is fair and reasonable based on the information presently available. Unless there are material changes in the basis or assumptions set out above, the final audit fee to be agreed following the AGM will not deviate materially from the estimated amount disclosed above. In the event of any material change, the Company will make further disclosure as appropriate.

NOTICE OF ANNUAL GENERAL MEETING

The Company will convene the AGM at Round Table Meeting Room, 10 Floor, East Block, Hademen Plaza, 8-1#Chongwenmenwai Street, Dongcheng District, Beijing, PRC on Tuesday, June 30, 2026 at 10:00 a.m., at which resolutions will be proposed for the purpose of considering, if thought fit, approving, among others, (i) the grant of the Issue Mandate, Repurchase Mandate and the extension of the Issue Mandate by adding to it the aggregate number of Shares repurchased under the Repurchase Mandate; (ii) the re-election of retiring Directors; (iii) the Proposed Amendments and the adoption of the New Articles of Association; and (iv) the re-appointment of the auditor. The notice convening the AGM is set out on pages AGM-1 to AGM-6 of this circular.

FORM OF PROXY

A form of proxy is enclosed with this circular for use at the AGM. Such form of proxy is also published on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.glorypty.com), respectively. Whether or not you intend to be present at the AGM, you are requested to complete the form of proxy and return it to the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in accordance with the instructions printed thereon not later than 10:00 a.m. on Sunday, June 28, 2026. Completion and delivery of the form of proxy will not preclude the Shareholders from attending and voting at the AGM or any adjournment thereof if they so wish. In such case, such form of proxy shall be deemed to be revoked. For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).

VOTING BY POLL

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 of the meeting, 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. The chairman of the AGM shall therefore demand voting on all resolutions set out in the notice of the AGM by way of poll pursuant to Article 13.6 of the Existing Articles of Association. An announcement on the poll results will be published by the Company after the AGM in the manner prescribed under Rules 13.39(5)-(5A) of the Listing Rules.

The Directors are not aware of any Shareholders who are required to abstain from voting in the AGM. The poll vote results will be published on the respective websites of the Stock Exchange and the Company following the conclusion of the AGM.

CLOSURE OF REGISTER OF MEMBERS

For determining the entitlement to attend and vote at the AGM, the register of members of the Company will be closed from Thursday, June 25, 2026 to Tuesday, June 30, 2026, both days inclusive. In order to qualify for attending and voting at the AGM, all transfer documents should be lodged for registration with the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:30 p.m. on Wednesday, June 24, 2026. The record date for determining the eligibility of the Shareholders to attend and vote at the AGM will be Tuesday, June 30, 2026.

RESPONSIBILITY STATEMENT

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

RECOMMENDATIONS

The Directors consider that the proposals are in the best interests of the Company and the Shareholders as a whole and recommend the Shareholders to vote in favour of the relevant resolutions at the AGM.

MISCELLANEOUS

The English text of this circular shall prevail over the Chinese text for the purpose of interpretation.

By Order of the Board
Glory Health Industry Limited
Zhang Zhangsun
Chairman

This appendix serves as an explanatory statement, as required under Rule 10.06(1)(b) of the Listing Rules, to provide Shareholders with all the information reasonably necessary to enable them to make an informed decision on whether to vote for or against the ordinary resolution to approve the grant of the Repurchase Mandate to the Directors.

1. LISTING RULES RELATING TO THE REPURCHASE OF SHARES

The Listing Rules permit companies whose primary listings are on the Stock Exchange to repurchase their securities on the Stock Exchange and any other stock exchange on which securities of the company are listed and such exchange is recognized by the Securities and Futures Commission of Hong Kong subject to certain restrictions. Among such restrictions, the Listing Rules provide that the shares of such a company must be fully paid up and all repurchases of shares by such a company must be approved in advance by an ordinary resolution of shareholders, either by way of a general mandate or by specific approval of a particular transaction.

2. SHARE CAPITAL

As at the Latest Practicable Date, there were a total of 4,444,417,986 Shares in issue and the Company did not hold any treasury Shares.

Subject to the passing of the proposed resolution granting the Repurchase Mandate and on the basis that no new Shares are issued and no Shares are repurchased during the period from the Latest Practicable Date up to and including the date of the AGM, the Company will be allowed under the Repurchase Mandate to repurchase up to a maximum of 444,441,798 Shares, representing 10% of the number of issued Shares (excluding any treasury Shares) as at the Latest Practicable Date.

3. REASONS FOR THE REPURCHASES

The Directors believe that the Repurchase Mandate is in the best interests of the Company and the Shareholders as a whole to seek a general authority from the Shareholders to enable the Company to repurchase Shares on the market. Such repurchases 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 repurchases will benefit the Company and the Shareholders as a whole.

4. FUNDING OF REPURCHASES

In making repurchases, the Company may only apply funds legally available for such purpose in accordance with the Existing Articles of Association, the Listing Rules and the applicable laws and regulations of the Cayman Islands. The laws of the Cayman Islands provide that the amount of capital repaid in connection with a share repurchase may be paid out of the capital paid up on the relevant shares, or the profits of the Company, the share premium account of the Company, or the proceeds of a fresh issue of shares made for the purpose. The premium payable on repurchase may be paid out of the profits of the Company or out of the Company's share premium account before the Shares are repurchased.

5. MATERIAL ADVERSE IMPACT IN THE EVENT OF REPURCHASE IN FULL

Taking into account the current working capital position of the Group, the Directors consider that, if the Repurchase Mandate were to be exercised in full at any time during the proposed repurchase period, it could have a material adverse impact on the working capital and/or gearing position of the Company as compared with the position as at December 31, 2025, being the date on which its latest published audited consolidated financial statements were made up. However, the Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements or the gearing position of the Company which in the opinion of the Directors are from time to time appropriate for the Company.

6. SHARE PRICES

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

	Price per Share	
	Highest *HK$*	**Lowest** *HK$*
2025		
June	0.168	0.039
July	0.208	0.117
August	0.202	0.144
September	0.221	0.162
October	0.183	0.130
November	0.150	0.095
December	0.140	0.100
2026		
January	0.153	0.107
February	0.135	0.095
March	0.133	0.095
April	0.117	0.085
May	0.126	0.090
June (up to and including the Latest Practicable Date)	0.115	0.090

7. UNDERTAKING

The Directors have confirmed that, so far as the same may be applicable, they will exercise the power of the Company to make repurchases pursuant to the Repurchase Mandate in accordance with the Listing Rules and the laws of the Cayman Islands and in accordance with the regulations set out in the memorandum of association of the Company and the Existing Articles of Association. The Directors have also confirmed that neither the explanatory statement set out in Appendix I to this circular nor the proposed share repurchase has unusual features.

8. DIRECTORS, THEIR CLOSE ASSOCIATES AND CORE CONNECTED PERSONS

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates, have any present intention to sell any Shares to the Company or its subsidiaries under the Repurchase Mandate if the same is approved by the Shareholders at the AGM.

No core connected persons of the Company have notified the Company that they have a present intention to sell Shares to the Company, or have undertaken not to do so, in the event that the grant of the Repurchase Mandate is approved by the Shareholders at the AGM.

9. THE TAKEOVERS CODE AND MINIMUM PUBLIC HOLDING

If a Shareholder's proportionate interest in the voting rights of the Company increases on the Company exercising its powers to repurchase securities pursuant to the Repurchase Mandate, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder or group of Shareholders acting in concert (as defined in the Takeovers Code) could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, to the best of the knowledge and belief of the Company, the following Shareholders had interests representing 5% or more of the issued share capital of the Company:

			Approximate percentage of interest in the Company	
Name of substantial Shareholder	**Nature of interest**	**Number of Shares**	**As at the Latest Practicable Date**	**If Repurchase Mandate is exercised in full**
Zhang Zhangsun[1] ("**Chairman Zhang**")	Interest of a controlled corporation	3,409,431,570	76.71%	85.24%
Ruan Wenjuan[1]	Interest of spouse	3,409,431,570	76.71%	85.24%
Alltogether Land Company Limited[1] ("**Alltogether**")	Beneficial owner	3,409,431,570	76.71%	85.24%

Note 1: Alltogether is wholly-owned by Chairman Zhang. As such, Chairman Zhang, through Alltogether, is indirectly interested in the Shares held by Alltogether. Further, as Ms. Ruan Wenjuan, an executive Director, is the spouse of Chairman Zhang, Ms. Ruan Wenjuan is also deemed to be interested in the Shares held by Alltogether under the SFO.

In the event the Repurchase Mandate was exercised in full, the interests of each of the above Shareholders would be increased to approximately the percentages as set out opposite their respective names in the table above.

On the basis of the aforesaid increase of shareholding held by the Shareholders set out above, the Directors are not aware of any consequences of such repurchases of Shares that would result in any Shareholder, or group of Shareholders acting in concert, becoming obliged to make a mandatory offer under Rule 26 of the Takeovers Code if the Repurchase Mandate was exercised in full. Moreover, the Directors do not intend to exercise the power to repurchase Shares to an extent which would render any Shareholder or group of Shareholders obliged to make a mandatory offer under Rule 26 of the Takeovers Code. The Directors have no intention to exercise the Repurchase Mandate to such an extent that results in a public shareholding of less than the minimum public float requirement of 15% of the total issued share capital of the Company pursuant to the waiver granted by the Stock Exchange to the Company from strict compliance with Rule 8.08(1) of the Listing Rules at the time of listing of the Company in 2014.

10. SHARE REPURCHASE MADE BY THE COMPANY

The Company did not purchase any Shares in the six months prior to the Latest Practicable Date.

11. STATUS OF REPURCHASED SHARES

Following a repurchase of the Shares, the Company may cancel any repurchased 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 repurchases, 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 dividend 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.

Set out below are the biographical details of the retiring Directors, who being eligible, would offer themselves for re-election at the AGM.

EXECUTIVE DIRECTORS

Mr. Zhang Zhangsun (張章笋) ("**Chairman Zhang**"), aged 69, is the founder of the Group and one of the controlling Shareholders. Chairman Zhang also serves as executive Director, president and the chairman of the Nomination Committee and as chairman of Beijing Glory Xingye Real Estate Holding Limited* (北京國瑞興業房地產控股有限公司) ("**New Beijing Glory**"). Chairman Zhang has over 20 years of experience in real estate development, management and operation. He established Shantou Garden Enterprise Co., Ltd.* (汕頭花園企業有限公司) in 1988 and established the Group in April 1994 and has since led the Group in its development of real estate projects. In 1999, the headquarter moved to Beijing and Chairman Zhang established Beijing Glory Xingye Real Estate Co., Ltd.* (北京國瑞興業地產股份有限公司) ("**Original Beijing Glor**y"). Chairman Zhang is currently the chairman of Chaozhou Natives Overseas Association in Beijing and the honorary president (life) of the Chaoshan Xinghe Award Foundation* (潮汕星河獎基金會). He was a member of the Chinese People's Political Consultative Committee of Beijing Municipality, the vice president of China Federation of Overseas Chinese Entrepreneurs and Beijing Silver Industry Association* (中國僑商聯合會) and vice president of Beijing Banking Association. Chairman Zhang has won the award of "Outstanding People for China's Urban Construction" (中國城市建設傑出人物獎), "Outstanding Constructor of Socialism with Chinese Characteristics in Beijing" (北京市優秀中國特色社會主義事業建設者) and "Chinese Outstanding Entrepreneur Award" (中國優秀企業家) jointly issued by the Ministry of Construction and the Ministry of Commerce, and the titles of "Outstanding Individual for Charity" (慈善優秀個人).

Chairman Zhang has entered into a service agreement with the Company for a term of three years with effect from July 7, 2023. Either party has the right to give not less than three months' written notice to terminate the agreement. Chairman Zhang's appointment is subject to retirement from office by rotation and re-election at the annual general meeting of the Company in accordance with the Existing Articles of Association.

Chairman Zhang is entitled to a Director's emolument of RMB1,200,000 per annum (which was determined by the Board with reference to Chairman Zhang's experience, knowledge, qualification, duties and responsibilities within the Group and the prevailing market conditions), and such management bonus and other benefits as may be determined by and at the sole discretion of the Board (upon the recommendation of the Remuneration Committee) from time to time.

Chairman Zhang is the spouse of Ms. Ruan Wenjuan, an executive Director, and the father of Ms. Zhang Xiaoqian, an executive Director. As at the Latest Practicable Date, Alltogether is wholly-owned by Chairman Zhang. As such, pursuant to Part XV of the SFO, Chairman Zhang, through Alltogether, is indirectly interested in the 3,409,431,570 Shares held by Alltogether, and is also interested in US$125,110,000 of the 14.25% senior notes due August 23, 2024.

Save as disclosed above, Chairman Zhang:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Chairman Zhang's re-election.

Ms. Ruan Wenjuan (阮文娟) ("**Ms. Ruan**"), aged 47, the spouse of Chairman Zhang, serves as executive Director, vice president, a member of the Remuneration Committee and the internal control committee of the Company (the "**Internal Control Committee**") and as director of New Beijing Glory. Ms. Ruan joined the Group in January 2000 and was responsible for financial management related work in Shantou Garden Group Co., Ltd.* (汕頭花園集團有限公司). She successively served as the financial manager and chief financial officer in Original Beijing Glory since 2004. In August 2006, Ms. Ruan was appointed as a director and vice president in Original Beijing Glory and was primarily responsible for the cost management and financial management affairs of the Group. Ms. Ruan completed the real estate EMBA program from Tsinghua University in September 2004.

Ms. Ruan has entered into a service agreement with the Company for a term of three years with effect from July 7, 2023. Either party has the right to give not less than three months' written notice to terminate the agreement. Ms. Ruan's appointment is subject to retirement from office by rotation and re-election at the annual general meeting of the Company in accordance with the Existing Articles of Association.

Ms. Ruan is entitled to a Director's emolument of RMB1,145,000 per annum (which was determined by the Board with reference to Ms. Ruan's experience, knowledge, qualification, duties and responsibilities within the Group and the prevailing market conditions), and such management bonus and other benefits as may be determined by and at the sole discretion of the Board (upon the recommendation of the Remuneration Committee) from time to time.

As at the Latest Practicable Date, Alltogether is wholly-owned by Chairman Zhang. As such, pursuant to Part XV of the SFO, Chairman Zhang, through Alltogether, is indirectly interested in the Shares and debentures held by Alltogether. Further, as Ms. Ruan, an executive Director, is the spouse of Chairman Zhang, Ms. Ruan is also deemed to be interested in the 3,409,431,570 Shares, and is also interested in US$125,110,000 of the 14.25% senior notes due August 23, 2024. Ms. Ruan is also the stepmother of Ms. Zhang Xiaoqian, an executive Director.

Save as disclosed above, Ms. Ruan:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Ms. Ruan's re-election.

Mr. Yuan Haibin (袁海濱) ("**Mr. Yuan**"), aged 51, was appointed as an executive Director on June 2, 2026. He also currently serves as the executive vice president of the Group, responsible for the Group's operational management. He joined the Group in June 2024 and has held the position of senior general manager of Beijing Guorui Xinghui Real Estate Development Co., Ltd. since 2024.

Prior to joining the Group, Mr. Yuan served as a manager at China Construction Sixth Engineering Division Corp., Ltd. from July 1999 to July 2002, responsible for the mechanical and electrical works of various projects; served as a senior engineering manager at Sunchi Real Estate Group from July 2002 to June 2006, responsible for engineering works for projects in Tianjin and Zhengzhou; served as an engineering director at Road King (Tianjin) Enterprise Management Co., Limited from June 2006 to June 2009, responsible for engineering works for the Zhengzhou project; served as an engineering deputy general manager at Shenyang Aoti Wanda Plaza Co., Limited from June 2009 to December 2012, responsible for engineering works for the Shenyang Wanda Plaza project; served as a project general manager at Shenyang Longhu Real Estate Development Co., Limited from January 2012 to December 2014, responsible for the overall management of the Longfor Shenyang project; and served as the general manager of Beijing Shimao Real Estate Group Co., Limited from January 2015 to June 2024, responsible for the overall management of the company.

Mr. Yuan has entered into a service contract with the Company for a term of three years commencing from June 2, 2026, which may be terminated by both parties in accordance with the terms contained therein. Mr. Yuan shall hold office until the next following annual general meeting and will be subject to retirement from office by rotation and re-election at the annual general meeting of the Company in accordance with the Existing Articles of Association.

Pursuant to the service contract, Mr. Yuan will be entitled to a Director's emolument of RMB900,000 per annum which is determined by the Board based on the recommendation of the Remuneration Committee with reference to his experience, knowledge, qualifications, role and responsibilities within the Group and the prevailing market conditions and management bonuses and other benefits as the Board may in its absolute discretion determine from time to time.

Save as disclosed above, Mr. Yuan:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Mr. Yuan's re-election.

Ms. Zhang Xiaoqian (張小千) ("**Ms. Zhang**"), aged 36, was appointed as an executive Director on June 2, 2026. She currently serves as the vice president of the Group, overseeing the Group's human resources management. Ms. Zhang graduated from the University of Canberra, Australia in 2011. From 2012 to 2013, she served as head of the market sales department at a large real estate company in Sydney. Ms. Zhang returned to China and joined the Group in 2014.

Ms. Zhang has entered into a service contract with the Company for a term of three years commencing from June 2, 2026, which may be terminated by both parties in accordance with the terms contained therein. Ms. Zhang shall hold office until the next following annual general meeting and will be subject to retirement from office by rotation and re-election at annual general meeting of the Company in accordance with the Existing Articles of Association.

Pursuant to the service contract, Ms. Zhang will be entitled to a Director's emolument of RMB240,000 per annum, as determined by the Board based on the recommendation of the Remuneration Committee with reference to her experience, knowledge, qualifications, role and responsibilities within the Group and the prevailing market conditions and management bonuses and other benefits as the Board may in its absolute discretion determine from time to time.

Ms. Zhang is the daughter of Chairman Zhang, the chairman of the Board, an executive Director and a substantial shareholder (as defined under Part XV of the SFO) of the Company and stepdaughter of Ms. Ruan, an executive Director and a substantial shareholder (as defined under Part XV of the SFO) of the Company.

Save as disclosed above, Ms. Zhang:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Ms. Zhang's re-election.

INDEPENDENT NON-EXECUTIVE DIRECTORS

Mr. Deng Zhidong (鄧志東) ("**Mr. Deng**"), aged 58, was appointed as an independent non-executive Director on January 29, 2024. He also serves as the chairman of the Remuneration Committee and a member of each of the Audit Committee and the Nomination Committee. Mr. Deng possesses certificates such as PRC certified public valuer, PRC certified real estate appraiser and the qualification for practicing in the Chinese securities industry. Mr. Deng worked at companies such as Zhong Fa International Asset Valuation Company Limited, CBRE Limited and Beijing Shanshui Wenyuan Real Estate Company. Mr. Deng has extensive experience in asset valuation, property valuation and consulting and other aspects.

Mr. Deng has entered into a letter of appointment with the Company for a term of three years with effect from January 29, 2024, which may be terminated by both parties in accordance with the terms contained therein. Mr. Deng is subject to retirement from office by rotation and re-election at the annual general meeting of the Company in accordance with the Existing Articles of Association.

Mr. Deng is entitled to a Director's emolument of HK$330,000 per annum (which was determined by the Board with reference to Mr. Deng's experience, knowledge, qualification, duties and responsibilities within the Group and the prevailing market conditions).

Save as disclosed above, Mr. Deng:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Mr. Deng's re-election.

Mr. Wang Shiyu (王世渝) ("**Mr. Wang**"), aged 68, was appointed as an independent non-executive Director on December 1, 2025. He also serves as the chairman of the Internal Control Committee and a member of the Audit Committee. He is a seasoned investment banker, global mergers and acquisitions ("**M&A**") expert, digital economy specialist, and founder of the D12 Model and DVI. He entered China's capital market in 1991 as one of the first-generation participants, having led the restructuring, reorganization, listing, M&A transactions, and numerous investment and financing projects for over 100 enterprises. Mr. Wang possesses extensive experience in domestic and overseas listings, M&A and restructuring, investment and financing, real estate finance, and corporate globalization. He engaged in global M&A business for 10 years from 2008 to 2018. His previous roles include general manager of the investment banking department at Vantone Group, co-founder and managing director of Winall Investment Management Co., Ltd., director of Hainan Shunfeng Group, General manager of the financial products headquarters at DeLong Group's Youlian Co., Ltd., and one of the key founders of Guangcai 49 Group under the All-China Federation of Industry and Commerce.

Mr. Wang has entered into a letter of appointment with the Company for a term of three years commencing from December 1, 2025, which may be terminated by both parties in accordance with the terms contained therein. Mr. Wang is subject to retirement from office by rotation and re-election at annual general meeting of the Company in accordance with the Existing Articles of Association.

Mr. Wang is entitled to a Director's emolument of HK$330,000 per annum (which was determined by the Board with reference to Mr. Wang's experience, knowledge, qualification, duties and responsibilities within the Group and the prevailing market conditions).

Save as disclosed above, Mr. Wang:

(i) did not hold any other directorship in listed public companies in the last three years before the Latest Practicable Date;

(ii) does not hold any other positions with the Company or its subsidiaries;

(iii) is not connected and has no other relationship with any Directors, senior management or substantial or controlling shareholders of the Company; and

(iv) did not have, directly or indirectly, any interest in any Shares, underlying Shares, or debentures of the Company and/or its associated corporations within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters that need to be brought to the attention of the Shareholders nor other information required to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules in connection with Mr. Wang's re-election.

**For identification purpose only*

The details of the Proposed Amendments are as follows (shown with strikethrough to denote text to be deleted and underline to denote text to be added):

THE COMPANIES ACT (REVISED)

OF THE CAYMAN ISLANDS

EXEMPTED COMPANY LIMITED BY SHARES

THIRD ~~SECOND~~ AMENDED AND

RESTATED ARTICLES OF ASSOCIATION

OF

Glory Health Industry Limited
國瑞健康產業有限公司
(as adopted by a special resolution passed on ~~30 June 2023~~ 30 June 2026)

Article No.	Existing articles	Article No.	Amended articles	Remark
Heading	**SECOND AMENDED AND RESTATED ARTICLES OF ASSOCIATION**	Heading	**THIRD ~~SECOND~~ AMENDED AND RESTATED ARTICLES OF ASSOCIATION**	
Heading	(as adopted by a special resolution passed on 30 June 2023)	Heading	(as adopted by a special resolution passed on ~~30 June~~30 June ~~2023~~2026)	
2.2	Nil	2.2	**"address"** for the purposes of these Articles, "address" includes an electronic address unless the Act or the Listing Rules require a postal address.	New definition
2.2	Nil	2.2	**"ASR" / "approved securities registrar"** shall have the meaning prescribed to it under section 1 of Part 1 of Schedule 1 to the SFO.	New definition
2.2	Nil	2.2	**"ASR Code"** shall mean the Code of Conduct for Approved Securities Registrars issued by the SFC, as amended from time to time.	New definition
2.2	Nil	2.2	**"ASR Rules"** shall mean the Securities and Futures (Approved Securities Registrars) Rules, Cap 571AT, as amended from time to time.	New definition
2.2	Nil	2.2	**"authenicated message"** subject to Article 30.15, shall have the meaning prescribed to it under rule 2(1) of the USM Rules.	New definition
2.2	Nil	2.2	**"Central Clearing and Settlement System"** shall mean the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited.	New definition

Article No.	Existing articles	Article No.	Amended articles	Remark
2.2	Nil	2.2	**"certificated form"** shall have the meaning prescribed to it under section 1AB of Part 1 of Schedule 1 to the SFO.	New definition
2.2	"Company" shall mean Glory Health Industry Limited.	2.2	**"Company"** shall mean Glory Health Industry Limited 國瑞健康產業有限公司.	
2.2	Nil	2.2	**"dematerialization"** shall mean conversion from certificated form to uncertificated form (and dematerialize is to be construed accordingly).	New definition
2.2	Nil	2.2	**"dematerialization request"** shall have the meaning prescribed to it under rule 2(1) of the USM Rules.	New definition
2.2	Nil	2.2	**"electronic communication"** a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other similar means in any form through any medium.	New definition
2.2	Nil	2.2	**"electronic meeting"** a general meeting held and conducted wholly and exclusively by virtual attendance and participation by members and/or proxies by means of electronic facilities.	New definition
2.2	Nil	2.2	**"HKSCC"** shall mean Hong Kong Securities Clearing Company Limited.	New definition
2.2	Nil	2.2	**"hybrid meeting"** a general meeting convened for the (i) physical attendance by members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or proxies by means of electronic facilities.	New definition
2.2	Nil	2.2	**"in the process of delisting"** shall have the meaning prescribed to it under rule 2(2) of the USM Rules.	New definition
2.2	Nil	2.2	**"Meeting Location(s)"** shall have the meaning given to it in Article 13.5A.	New definition
2.2	Nil	2.2	**"Notice" or "notice"** written notice unless otherwise specifically stated in these Articles and, where the context so requires, shall include any other document (including any "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules) or communication to be served, issued, or given by the Company under these Articles or pursuant to applicable laws and regulations, including the Listing Rules and/or the rules and regulations of the competent regulatory authority. For the avoidance of doubt, Notice may be provided in physical or electronic form.	New definition

Article No.	Existing articles	Article No.	Amended articles	Remark
2.2	Nil	2.2	**"operating rules of ASR"** shall mean such ASR's operating rules for using any facilities provided by it, including in particular any facilities for evidencing and transferring legal title to the Company's shares or for sending and receiving authenticated messages.	New definition
2.2	Nil	2.2	**"participating securities"** shall have the meaning prescribed to it under rule 2(1) of the USM Rules.	New definition
2.2	Nil	2.2	**"physical meeting"** a general meeting held and conducted by physical attendance and participation by members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.	New definition
2.2	Nil	2.2	**"prescribed securities"** shall have the meaning prescribed to it under section 101AA to the SFO.	New definition
2.2	Nil	2.2	**"Principal Meeting Place"** shall have the meaning given to it in Article 12.4.	New definition
2.2	**"register"** shall mean the principal register and any branch registers.	2.2	**"register"** shall mean the principal register and any branch registers, and it shall include, where relevant, the USM Register.	
2.2	Nil	2.2	**"rematerialization"** shall mean conversion from uncertificated form to certificated form (rematerialize shall be construed accordingly).	New definition
2.2	Nil	2.2	**"SFO"** shall mean the Securities and Futures Ordinance, Cap 571, as amended from time to time.	New definition
2.2	Nil	2.2	**"specified request"** shall have the meaning prescribed to it under rule 2(1) of the USM Rules.	New definition
2.2	Nil	2.2	**"Statutes"** the Act and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles.	New definition
2.2	Nil	2.2	**"system-member"** shall have the meaning prescribed to it under rule 2(1) of the USM Rules.	New definition
2.2	Nil	2.2	**"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 Central Clearing and Settlement System for sale on the Exchange.	New definition
2.2	Nil	2.2	**"uncertificated form"** shall have the meaning prescribed to it under section 1AB of Part 1 of Schedule 1 to the SFO.	New definition

Article No.	Existing articles	Article No.	Amended articles	Remark
2.2	Nil	2.2	**"UNSRT system"** shall have the meaning prescribed to it under section 101AAB of the SFO.	New definition
2.2	Nil	2.2	**"USM Rules"** shall mean the Securities and Futures (Uncertificated Securities Market) Rules, Cap 571AS, as amended from time to time.	New definition
2.2	Nil	2.2	**"USM Register"** shall mean the register of holders as defined under the USM Rules.	New definition
2.5	"**Writing**" or "**printing**" shall include writing, printing, lithograph, photograph, type-writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference.	2.5	"**Writing**" or "**printing**" shall, unless the contrary intention appears, be construed as include writing, printing, lithograph, photograph, type-writing and every other mode of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, including electronic writing or display (such as digital documents or electronic communications), provided that both the mode of service of the relevant document or Notice and the member's election comply with all applicable Statutes, rules and regulations~~and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference~~.	
2.6	Sections 8 and 19 of the Electronic Transactions Act shall not apply.	2.6	Sections 8 and 19 of the Electronic Transactions Act (As Revised) shall not apply.	
Nil	Nil	2.8	References to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a Notice or document include a Notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not.	New article
Nil	Nil	2.9	References to the right of a member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by	New article

Article No.	Existing articles	Article No.	Amended articles	Remark
			all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities.	
Nil	Nil	2.10	A reference to a meeting: (a) shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly, and (b) shall, where the context is appropriate, include a meeting that has been postponed by the Board pursuant to Article 13.5E.	New article
Nil	Nil	2.11	References to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly.	New article
Nil	Nil	2.12	References to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise).	New article
Nil	Nil	2.13	Where a member is a corporation, any reference in these Articles to a member shall, where the context requires, refer to a duly authorised representative of such member.	New article
Nil	Nil	2.14	Unless the context otherwise requires, any reference to "print", "printed", or "printed copy" and "printing" shall be deemed to include electronic versions or electronic copies.	New article
Nil	Nil	2.15	Any reference to the term "place" within these Articles shall be construed as applicable only in contexts where a physical location is required or relevant. Any reference to a "place" for the delivery, receipt, or payment of monies, whether by the Company or by members, shall not preclude the use of electronic means for such delivery, receipt, or payment. For the avoidance of doubt, references to a "place" in the context of meetings shall include physical, electronic, or hybrid meeting formats, as permitted by applicable laws and regulations. Notices of meetings, adjournments, postponements, or any	New article

Article No.	Existing articles	Article No.	Amended articles	Remark
			other references to a "place" shall be interpreted to include virtual platforms or electronic means of communication where applicable. Where the term "place" is out of context, unnecessary, or not applicable, such reference shall be disregarded without affecting the validity or interpretation of the relevant provision.	
Nil	Nil	2.16	All voting rights referred to in these Articles shall exclude the voting rights attached to treasury shares.	New article
Nil	Nil	2.17	Notwithstanding any provision to the contrary herein, any rules, laws and regulations of any jurisdiction other than those of the Cayman Islands referred to in these Articles shall only apply to the maximum extent permissible under the laws of the Cayman Islands and the Statute.	New article
3.4	If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Act, be varied or abrogated with the consent in writing of the holders of at least three-fourths of the issued shares of that class or with the approval of a resolution passed by at least three-fourth of the votes cast by the holders of the shares of that class present and voting in present or by proxy at a separate meeting of such holders. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting at least one-third of the issued shares of that class.	3.4	If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the Act, be varied or abrogated with the consent in writing of the holders of at least three-fourths of the issued shares of that class or with the approval of a resolution passed by at least three-fourth of the votes cast by the holders of the shares of that class present and voting in present or by proxy at a separate meeting of such holders. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting at least one-third of the issued shares of that class (excluding treasury shares). For the avoidance of doubt, shares in the Company do not constitute a separate class solely by virtue of being in certificated form or uncertificated form.	
3.6	Subject to the 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 any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the members, and to	3.6	Subject to the 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 any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the members, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the	

Article No.	Existing articles	Article No.	Amended articles	Remark
	purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, 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 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 neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.		subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, 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 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 neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force. Subject to the Companies Act, the Listing Rules and/or the rules of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares without the need for a separate resolution of the Board for each instance.	
4.1	The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a principal register of the members and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the Act.	4.1	The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a principal register of the members and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the Act. Moreover, the Company shall keep the USM Register in accordance with the USM Rules, and include in it such matters as are required by those rules to be included in it.	
Nil	Nil	4.1A	Where any share is issued in uncertificated form, or is dematerialized: (a) the share will be recorded in the USM Register as being in uncertificated form; and	New article

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			(b) such record will not be amended or removed except in accordance with the USM Rules.	
Nil	Nil	4.5A	Entries in the USM Register will have such evidential value and other effect as provided in the USM Rules. Changes to any entry in the USM Register relating to the holder of a share will be notified to the holder by the Company in accordance with the USM Rules and the ASR Code.	New article
Nil	Nil	4.9A	Subject to Articles 4.8 and 4.9, a member or a holder of prescribed securities may, in accordance with the USM Rules, inspect, make copies of, and request to be provided with copies of, entries in the USM Register.	New article
Nil	Nil	4.16	For the avoidance of the doubt, the above Articles 4.1 – 4.15 shall be subject to Articles 4.17 – 4.22 below, or otherwise, the USM Rules.	New article
Nil	Nil	4.17	In connection with the non-obligation for the Company to issue certificates in respect of participating securities: (a) This Article applies: (i) to shares in the Company for so long as they are participating securities and not in the process of delisting; and (ii) save as otherwise permitted or required under the USM Rules. (b) With effect from (and including) the day on which shares in the Company become participating securities ("participation date") no share certificate will be issued in respect of any such shares. (c) For the avoidance of doubt, Article 4.17(b) applies (without limitation) in the following circumstances: (i) following any issue, allotment, transfer, transmission, consolidation or subdivision of shares in the Company, if the issue, allotment, transfer, transmission, consolidation or subdivision is registered in the register on or after the participation date; or (ii) where, for whatever reason, the holder of a share requests to replace an existing certificate for the share(s), and the replacement certificate is not issued before the participation date.	New article

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			(d) Nothing in this Article affects the validity of any share certificate issued by the company in respect of a share prior to the participation date, and not cancelled.	
Nil	Nil	4.18	In connection with the non-obligation for the Company to issue replacement certificates in respect of participating securities: (a) This Article applies: (i) to shares in the Company for so long as they are participating securities and not in the process of delisting; and (ii) save as otherwise permitted or required under the USM Rules. (b) notwithstanding Article 4.15, if a share certificate issued in respect of a member's shares is defaced, damaged, lost or destroyed, and no replacement certificate is issued prior to the day on which shares in the Company become participating securities: (i) the member is not entitled to be issued with a replacement share certificate in respect of the same shares; and (ii) subject to Article 4.18 (c), the shares may instead be dematerialized in accordance with the USM Rules. (c) Shares of a member that are covered by a share certificate that is defaced, damaged, lost or destroyed may not be dematerialized unless the member has complied with the conditions as to evidence, indemnity and the payment of a reasonable fee that the Directors decide.	New article
Nil	Nil	4.19	Articles 4.20 and 4.21 apply: (a) to shares in the Company for so long as they are participating securities and not in the process of delisting; and (b) save as otherwise permitted or required under the USM Rules.	New article
Nil	Nil	4.20	Any share issued on or after the day on which shares in the Company become participating securities will be issued in uncertificated form and no share certificate will be issued in respect of it.	New article

Article No.	Existing articles	Article No.	Amended articles	Remark
Nil	Nil	4.21	With respect to the dematerialization of shares: (a) With effect from (and including) the day on which shares in the Company become participating securities, shares which are in certificated form may be dematerialized in accordance with the USM Rules. (b) A reasonable dematerialization fee (not exceeding any applicable limits prescribed under the ASR Code) may be charged by the Company's ASR to the holder and/or transferee of a share in connection with the dematerialization of the share. Such fee may be charged irrespective of whether the dematerialization is initiated by the Company or requested by the holder or transferee.	New article
Nil	Nil	4.22	With respect to the rematerialization of shares to be taken place in limited circumstances: (a) This article applies to shares in the Company if they are participating securities. (b) Shares in the Company which are in uncertificated form may be rematerialized in accordance with the USM Rules. (c) As soon as reasonably practicable after any rematerialization, the Company must issue, free of charge, to each member whose shares are rematerialized, such number of certificates in respect of those shares as is required under the USM Rules. (d) If more than one person holds a share, only one certificate may be issued in respect of it.	New article
5.4	The net proceeds of such sale by the Company after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the holder immediately before such sale of the share. For giving effect to any such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the register as	5.4	The net proceeds of such sale by the Company after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate issued in respect of~~for~~ the share sold) be paid to the holder immediately before such sale of the share. For giving effect to any such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.	

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	holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.			
7.1	Transfers of shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve, which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.	7.1	Transfers of shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve, which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. Alternatively, if Article 7.11 applies and so permits, send a specified request in compliance with the USM for the transfer of shares to another person. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.	
7.8	Upon every transfer of shares, the certificate held by the transferor shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall be issued, on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require, to the transferee in respect of the shares transferred to him 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, on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require. The Company shall also retain the instrument(s) of transfer.	7.8	Upon every transfer of shares, subject to Article 4.17 and Article 4.22, the certificate held by the transferor shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall be issued, on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require, to the transferee in respect of the shares transferred to him 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, on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require. The Company shall also retain the instrument(s) of transfer.	
7.9	The registration of transfers may, on 14 days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers, be suspended and the	7.9	The registration of transfers may, on 14 days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers, be suspended and the register closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not	

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	register closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended or the register closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a Number 8 or higher typhoon signal and black rainstorm warning) that render the giving of such publication of advertisement impossible, the Company shall comply with these requirements as soon as practicable.		be suspended or the register closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a Number 8 or higher typhoon signal and black rainstorm warning) that render the giving of such publication of advertisement impossible, the Company shall comply with these requirements as soon as practicable. For so long as shares in the Company are participating securities, this Article applies subject to the USM Rules to the extent permissible under the laws, rules and regulations of the Cayman Islands.	
Nil	Nil	7.10	For the avoidance of the doubt, the above Articles 7.1 – 7.9 on transfer of shares shall be subject to Articles 7.11 – 7.14 below, or otherwise, the USM Rules.	New article
Nil	Nil	7.11	With respect to the transfer of Prescribed Securities: (a) This Article applies: (i) to shares in the Company for so long as they are participating securities and not in the process of delisting; and (ii) save as otherwise permitted or required under the USM Rules. (b) With effect from (and including) the day on which shares in the Company become participating securities, they may be transferred as follows: (i) if the shares are held by the transferor in certificated form — by means of an instrument of transfer that complies with Article 7.1 and the USM Rules; and (ii) if the shares are held by the transferor in uncertificated form — by means of a specified request from the transferor and transferee that complies with the USM Rules. (c) Notwithstanding Article 7.11(b)(ii), shares in the Company held by the transferor in uncertificated form may be transferred by	New article

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			means of an instrument of transfer if the Directors are satisfied that it is not reasonably practicable to transfer them by means of a specified request. (d) A reasonable fee (not exceeding any applicable limits prescribed under the ASR Code) may be charged by the Company's ASR for registering any instrument of transfer, specified request or other document relating to or affecting the title to any share.	
Nil	Nil	7.12	On the matters relating to power of Directors to refuse transfer of shares without prejudice to Articles 7.4 – 7.6, the directors may refuse to register the transfer of a share: (a) if the share is in certificated form, and a specified request is sent; (b) if the share is in uncertificated form, and: (i) the specified request is not sent in accordance with the operating rules of the Company's ASR; (ii) subject to Article 7.11(c), an instrument of transfer is lodged; (iii) if the Directors are entitled to do so by virtue of Article 7.14; or (iv) on any other ground provided under the USM Rules.	New article
Nil	Nil	7.13	Where Article 7.11 applies, and the Directors refuse to register the transfer of a share, a notice of refusal must be sent to the transferor and transferee within such period as indicated in the ASR Code.	New article
Nil	Nil	7.14	On the power of refusal of transfers and transmissions in certain circumstances in the Company: (a) This Article applies: (i) to shares in the Company for so long as they are participating securities and not in the process of delisting; and (ii) save as otherwise permitted or required under the USM Rules. (b) The Directors may refuse to register the transfer or transmission of a share if: (i) the share is in certificated form and a dematerialization request in respect of that share and any other share covered by the same share certificate as that	New article

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			share (i) is not received; or (ii) is refused under the USM Rules; (ii) the share is in uncertificated form as a result of the Company having initiated its dematerialization, and the dematerialization fee payable in respect of the dematerialization remains unpaid; or (iii) the transferor, transferee or transmittee (as applicable) of the share is not a system-member of the UNSRT system operated by the Company's ASR.	
9.2	The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is unpaid will be liable to be forfeited. The Board may accept a surrender of any share liable to be forfeited hereunder and in such case, references in these Articles to forfeiture shall include surrender.	9.2	The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is unpaid will be liable to be forfeited. The Board may accept a surrender of any share (and any share certificate issued in respect of such shares) liable to be forfeited hereunder and in such case, references in these Articles to forfeiture shall include surrender.	
9.4	Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a re-allotment, sale or disposition the forfeiture may be cancelled by the Board on such terms as it thinks fit.	9.4	Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a re-allotment, sale or disposition the forfeiture may be cancelled by the Board on such terms as it thinks fit. If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the Directors may authorize any person to execute the instrument of transfer or send the specified request.	
10.1	The Company may from time to time by ordinary resolution: (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares and division into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular	10.1	The Company may from time to time by ordinary resolution: (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares and division into shares of larger amount, without prejudice and in addition to the power of the Board under Article 23.4, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share, and if it shall happen	

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	shares are to be consolidated into each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;		that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;	
12.1	The Company shall in each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and such annual general meeting shall be held within six months after the end of the Company's financial year. The annual general meeting shall be held at such time and place as the Board shall appoint.	12.1	The Company shall in each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and such annual general meeting shall be held within six months after the end of the Company's financial year. ~~The annual general meeting shall be held at such time and place as the Board shall appoint.~~	
12.2	All general meetings other than annual general meetings shall be called extraordinary general meetings.	12.2	All general meetings other than annual general meetings shall be called extraordinary general meetings. <u>All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 13.5A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.</u>	
12.3	The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of one or more members of the Company (including a recognised clearing house (or its nominee)) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by	12.3	The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of one or more members of the Company (including a recognised clearing house (or its nominee)) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition in aggregate not less than one-	

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	the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition in aggregate not less than one-tenth of the voting rights at general meeting (on a one vote per share basis) in the share capital of the Company such member(s) may also add resolutions to the agenda of a meeting. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held within a further 21 days, the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene the general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.		tenth of the voting rights at general meeting (on a one vote per share basis) in the share capital of the Company (excluding treasury shares) such member(s) may also add resolutions to the agenda of a meeting. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held within a further 21 days, the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene the general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.	
12.4	An annual general meeting shall be called by at least 21 days' notice in writing. All other general meetings (including extraordinary general meetings) shall be called by at least 14 days' notice in writing. Subject to the requirement under the Listing Rules, the notice shall be inclusive 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 time, place, and agenda of the meeting, particulars of the resolutions to be considered at the meeting and in the case of special business (as defined in Article 13.1) the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Notice of every general meeting shall be given to the Auditors and to all members other than such as, under the provisions hereof or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company.	12.4	An annual general meeting shall be called by at least 21 days' notice in writing. All other general meetings (including extraordinary general meetings) shall be called by at least 14 days' notice in writing. Subject to the requirement under the Listing Rules, the notice shall be ~~inclusive~~ 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 (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 13.5A, the principal place of the meeting (the "**Principal Meeting Place**"), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) ~~the time, place, and agenda of the meeting,~~ particulars of the resolutions to be considered at the meeting and in the case of special business (as defined in Article 13.1) the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. ~~Notice of every general meeting shall be given to the Auditors and to all members other than~~	

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			~~such as, under the provisions hereof or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company.~~	
13.4	The Chairman shall take the chair at every general meeting, or, if there be no such Chairman or, if at any general meeting such Chairman shall not be present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, or if the Chairman chosen shall retire from the chair, then the members present (whether in person or represented by proxy or duly authorised representative) shall choose one of their own number to be Chairman.	13.4	(1) The Chairman shall take the chair at every general meeting, or, if there be no such Chairman or, if at any general meeting such Chairman shall not be present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, or if the Chairman chosen shall retire from the chair, then the members present (whether in person or represented by proxy or duly authorised representative) shall choose one of their own number to be Chairman. (2) If the chairman of a general meeting held in any form is participating in the general meeting using an electronic facility or facilities which is hereby permitted and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 13.4(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.	
13.5	The Chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn 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 seven clear days' notice, specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at	13.5	Subject to Article 13.5C, ~~T~~the Chairman may~~,~~ (without the consent of the meeting) or shall at the direction of the meeting~~any general meeting at which a quorum is present, and shall, if so directed by the meeting~~, adjourn ~~any~~ the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) ~~as the meeting shall determine~~, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. Whenever a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice, specifying the details set out in Article 12.4 ~~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 member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No	

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	the meeting from which the adjournment took place.		business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.	
Nil	Nil	13.5A	(1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("**Meeting Location(s)**") determined by the Board at its absolute discretion. Any member or any proxy attending and participating in such way or any member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting. (2) All general meetings are subject to the following and, where appropriate, all references to a "member" or "members" in this sub-paragraph (2) shall include a proxy or proxies respectively: (a) where a member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place; (b) members present at a Meeting Location and/or members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members at all Meeting Locations and members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened; (c) where members attend a meeting by being present at one of the Meeting Locations and/or where members participating in an electronic meeting	New article

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			or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more members to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and (d) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of Notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.	
Nil	Nil	13.5B	The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.	New article

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Nil	Nil	13.5C	If it appears to the chairman of the general meeting that: (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 13.5A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting; then, without prejudice to any other power which the chairman of the meeting may have under these Articles or at common law, the chairman of the meeting may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.	New article
Nil	Nil	13.5D	The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall	New article

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			also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.	
Nil	Nil	13.5E	If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following: (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting); (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the members of details of such change in such manner as the Board may determine; (c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 13.5, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or	New article

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			replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the members.	
Nil	Nil	13.5F	All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 13.5C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.	New article
Nil	Nil	13.5G	Without prejudice to other provisions in Article 13.5, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.	New article
13.7	A poll shall (subject as provided in Article 13.8) 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 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.	13.7	A poll shall (subject as provided in Article 13.8) be taken in such manner (including the use of ballot or voting papers or tickets or by electronic means) and at such time and (where applicable) place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.	
14.1	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 where a show of hands is allowed, every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) shall have one vote, and on a poll every member present in person (or, in the case of a member being a	14.1	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 where a show of hands is allowed, every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) shall have one vote, and on a poll every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy shall have one vote for each share registered in his name in the	

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	corporation, by its duly authorised representative) or by proxy shall have one vote for each share registered in his name in the register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll.		register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the Chairman of the meeting may determine, and where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll.	
14.10	The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a notarially certified copy of such power or authority, shall 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, in either case, in any document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy 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 member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.	14.10	(1) The Company may, at its absolute discretion, or, where the applicable laws, rules or regulations mandatorily require the provision of an electronic address for the receipt of document or information, the Company shall, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so	

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			designated by the Company for the receipt of such document or information. (2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a ~~notarially~~ certified copy of such power or authority, shall 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), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting or postponed meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy 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 member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.	
14.11	Every instrument of proxy, whether for a specified meeting or otherwise, shall be in common form or such other form that complies with the Listing Rules as the Board may from time to time approve, provided that it shall enable a member, according to his intention, to instruct his proxy to vote in favour of or against (or in default of instructions or in the event of conflicting instructions, to exercise his discretion in respect of) each resolution to be proposed at the meeting to which the form of proxy relates.	14.11	Every instrument of proxy, whether for a specified meeting or otherwise, shall be in common form or such other form, including electronic or otherwise, that complies with the Listing Rules as the Board may from time to time ~~approve~~determine, and in the absence of such determination, shall be in writing, which may include electronic writing, signed by the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or signed by an officer or attorney or other person duly authorised to sign the same, provided that it shall enable a member, according to his intention, to instruct his proxy to vote in favour of or against (or in default of	

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			instructions or in the event of conflicting instructions, to exercise his discretion in respect of) each resolution to be proposed at the meeting to which the form of proxy relates.	
23.2	Wherever such a resolution as referred to in Article 23.1 shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid up shares, debentures or other securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board: (a) to make such provision by the issue of fractional certificates or by payment in cash or otherwise (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned) as they think fit in cases where shares, debentures or other securities become distributable in fractions;	23.2	Wherever such a resolution as referred to in Article 23.1 shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid up shares, debentures or other securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board: (a) to make such provision by (subject to Article 4.17) the issue of fractional certificates or by payment in cash or otherwise (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned) as they think fit in cases where shares, debentures or other securities become distributable in fractions;	
Nil	Nil	23.4	To the extent necessary, the Directors may make arrangements to calculate a member's rights separately in respect of the portion of shares held by the member in certificated form and the portion held in uncertificated form where it is impracticable to do otherwise.	New article
24.23	Unless otherwise directed by the Board, any dividend, interest or other sum payable in cash to a holder of shares may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of the person 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 or warrant so sent shall be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of such shares and shall be sent at his	24.23	Unless otherwise directed by the Board, any dividend, interest or other sum payable in cash to a holder of shares may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of the person 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 or warrant so sent shall be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of such shares and shall be sent at his or their risk, and the payment of any such cheque or warrant by the bank on which it is drawn shall operate as a good discharge to the Company in respect of the dividend and/or bonus represented thereby, notwithstanding that	

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	or their risk, and the payment of any such cheque or warrant by the bank on which it is drawn shall operate as a good discharge to the Company in respect of the dividend and/or bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged.		it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. For the avoidance of doubt, any dividend, interest, or other sum payable in cash may also be paid by electronic funds transfer on such terms and conditions as the Directors may determine.	
28.6	To the extent permitted by and subject to due compliance with these Articles, the Act and all applicable rules and regulations, including, without limitation, the rules of the Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 28.5 shall be deemed satisfied in relation to any member or any holder of debentures of the Company by sending to such person instead of such copies, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the Act, a summary financial statement derived from the Company's annual accounts, together with the Directors' report and the Auditors' report on such accounts, which shall be in the form and containing the information required by these Articles, the Act and all applicable laws and regulations, provided that any person who is otherwise entitled to the annual accounts of the Company, together with the Director's report and the Auditor's report thereon may, if he so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.	28.6	To the extent permitted by and subject to due compliance with these Articles, the Act and all applicable rules and regulations, including, without limitation, the rules of the Exchange, ~~and to obtaining all necessary consents, if any, required thereunder,~~ the requirements of Article 28.5 shall be deemed satisfied in relation to any member or any holder of debentures of the Company by sending to such person instead of such copies, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the Act, a summary financial statement derived from the Company's annual accounts, together with the Directors' report and the Auditors' report on such accounts, which shall be in the form and containing the information required by these Articles, the Act and all applicable laws and regulations, provided that any person who is otherwise entitled to the annual accounts of the Company, together with the Director's report and the Auditor's report thereon may, if he so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete ~~printed~~ copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.	
Nil	Nil	28.7	The requirement to send to a person referred to in Article 28.4 the documents referred to in that article or a summary financial report in accordance with Article 28.6 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 28.4 and, if applicable, a summary financial report complying with Article 28.6, on the Company's website or in any other permitted manner (including by	New article

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			sending any form of electronic communication), subject to compliance with the Listing Rules, the Statutes and any other applicable laws, rules and regulations from time to time in force.	
30.1	Except as otherwise provided in these Articles, any notice or document may be served by the Company and any notices may be served by the Board on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means by transmitting it to any electronic number or address or website supplied by the member to the Company or by placing it on the Company's Website provided that the Company has obtained either (a) the member's prior express positive confirmation in writing or (b) the member's deemed consent, in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by such electronic means, or (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.	30.1	(1) Except as otherwise provided in these Articles, any notice or document (including any "corporate communication" and "actionable corporate communication" within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and, subject to compliance with the Listing Rules, any such notice and document may be given or issued by the following means~~may be served by the Company and any notices may be served by the Board on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means by transmitting it to any electronic number or address or website supplied by the member to the Company or by placing it on the Company's Website provided that the Company has obtained either (a) the member's prior express positive confirmation in writing or (b) the member's deemed consent, in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by such electronic means, or (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.~~: (a) by serving it personally on the relevant person; (b) by sending it through the post in a prepaid envelope addressed to such member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose; (c) by delivering or leaving it at such address as aforesaid;	

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			(d) by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Exchange; (e) by sending or transmitting it as an electronic communication (including but not limited to by means of an authenticated message meeting the criteria set out in the USM Rules) to the relevant person at such electronic address as he may provide under Article 30.1(3) without the need for any additional consent or notification; (f) by publishing it on the Company's website or the website of the Exchange without the need for any additional consent or notification; or (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations. (2) In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders. (3) Every member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which Notices can be served upon him.	
30.4	A member shall be entitled to have notice served on him at any address within Hong Kong. Any member who has not given an express positive confirmation in writing to the Company in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have	30.4	A member shall be entitled to have notice served on him at any address within Hong Kong. Any member ~~who has not given an express positive confirmation in writing to the Company in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and~~ whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. ~~A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which~~	

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	received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, provided that, without prejudice to the other provisions of these Articles, nothing in this Article shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.		~~it shall have been first so displayed, provided that, without prejudice to the other provisions of these Articles, nothing in this Article shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.~~	
30.5	Any notice or document 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.	30.5	Any notice or document served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof.~~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.~~	
30.6	Any notice or other document 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.	30.6	Any notice or other document sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice, documents or publication placed on either the Company's website or the website of the Exchange, is deemed given or served by the Company on the day it first so appears on the relevant website, unless the Listing Rules specify a different date. In such cases, the deemed date of service shall be as provided or required by the Listing Rules~~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.	Existing articles	Article No.	Amended articles	Remark
30.7	Any notice 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).	30.7	Any notice or document served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof~~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)~~.	
30.8	Any notice 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.	30.8	Any notice or document published as an advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears~~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~~.	
30.9	A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.	30.9	A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it via electronic means or through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the electronic or postal address, if any, within Hong Kong supplied for the purpose by the person claiming to be so entitled, or (until such ~~an~~ electronic or postal address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.	
30.11	Any notice or document delivered or sent to any member in pursuance of these Articles, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any registered shares whether held	30.11	Any notice or document delivered or sent ~~to any member in pursuance of~~in any manner permitted by these Articles, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until	

Article No.	Existing articles	Article No.	Amended articles	Remark
	solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.		some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.	
Nil	Nil	30.13	Without limitation to the Article 30, but subject to any limitations imposed by the Company's ASR: (a) anything sent or supplied by the Company to any holder or transferee of shares in the Company; and (b) anything sent or supplied by any holder or transferee of shares in the Company to the Company, may be sent or supplied by means of an authenticated message.	New article
Nil	Nil	30.14	The provisions of the USM Rules relating to the effect of an authenticated message apply if, in accordance with the USM Rules: (a) the message is attributable to the person sending or supplying it; and (b) the person receiving the message is the addressee of the message.	New article
Nil	Nil	30.15	Where an authenticated message is given pursuant to Article 30.13, it is deemed given when it becomes available to the addressee in the UNSRT system, save as otherwise provided under the USM Rules or the Listing Rules.	New article
Nil	Nil	30.16	For the purposes of Articles 30.13 and 30.14, "authenticated message" bears the meaning given under the USM Rules except that such message may relate to all shares in the Company that are prescribed securities, and not only those that are participating securities.	New article
Nil	Nil	38	**Payment of Corporate Action Proceeds and Electronic Instructions** To the extent permitted by applicable law and unless otherwise restricted or prohibited by the Listing Rules, the Company shall: (a) accept instructions from members and its securities holders (including but not limited to dividend election instructions, payment choice instructions, responses to "corporate communication" and "actionable corporate communications" within the meaning ascribed thereto under the Listing Rules,	New article

Article No.	Existing articles	Article No.	Amended articles	Remark
			and instructions regarding any meeting of the securities holders such as meeting attendance indications, proxy appointments, revocations, voting directions, and responses to corporate communications) transmitted by electronic means, in such manner and subject to reasonable authentication measures as the Board may from time to time determine; (b) accept payment from members and its securities holders by any electronic means, including through any payment system in Hong Kong operated by Hong Kong Interbank Clearing Limited for settling inter-bank payments on a real-time gross settlement basis, or by such other means as the Board considers appropriate, if the Company makes an offer to members and its securities holders to subscribe for any new securities; and (c) pay any corporate action proceeds (including proceeds paid by the Company to members and its securities holders in connection with its corporate actions, such as the distribution of dividends and other entitlements, refunds in respect of applications for, and/or (where applicable) excess applications in connection with, rights issues, open offers, and offers made to a specified group of such holders on a preferential basis; and payments in connection with takeovers and privatisations) by any electronic means, including through any payment system in Hong Kong operated by Hong Kong Interbank Clearing Limited for settling inter-bank payments on a real-time gross settlement basis, or by such other means as the Board considers appropriate.	
Nil	Nil	39	**Overarching effect of USM Regime**	New section
Nil	Nil	39.1	If any provision of these Articles conflicts or is inconsistent with any provision of the USM regime (and irrespective of whether the provision is mandatory or enabling in nature), the latter will prevail to the extent of the conflict or inconsistency to the maximum extent permissible under the laws, rules and regulations of the Cayman Islands.	New article
Nil	Nil	39.2	If these Articles are silent in respect of any matter provided for under any provision of the USM regime (and irrespective of whether the matter is required or permitted under such provision), the matter will be regarded as required or permitted (as the case may be) under these Articles to the maximum extent	New article

Article No.	Existing articles	Article No.	Amended articles	Remark
			permissible under the laws, rules and regulations of the Cayman Islands.	
Nil	Nil	39.3	For the purposes of Articles 39.1 and 39.2, the provisions of the USM regime refers to all laws, rules or regulations governing the evidencing, transfer, dematerialization, rematerialization, or registration of prescribed securities, and includes the following: (a) the SFO; (b) any rules made under the SFO, including the USM Rules and the ASR Rules; (c) the ASR Code; (d) any rules made by the Exchange pursuant to section 23 of the SFO, including the Listing Rules; (e) any rules made by HKSCC pursuant to section 40 of the SFO, including the General Rules of HKSCC and Operational Procedures of HKSCC; and (f) the operating rules of the Company's ASR.	New article

GLORY HEALTH INDUSTRY LIMITED
國瑞健康產業有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2329)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the annual general meeting (the "**Meeting**") of Glory Health Industry Limited (the "**Company**") will be held at 10:00 a.m. on Tuesday, June 30, 2026 at Round Table Meeting Room, 10 Floor, East Block, Hademen Plaza, 8-1#Chongwenmenwai Street, Dongcheng District, Beijing, PRC to consider and, if thought fit, transact the following resolutions:

ORDINARY RESOLUTIONS

1. To consider and receive the audited consolidated financial statements of the Company and its subsidiaries and the reports of the directors (the "**Directors**") and the auditors (the "**Auditors**") of the Company for the year ended December 31, 2025.

2. To approve, each as a separate resolution, the re-election of the following retiring Directors:

   (a) To re-elect Mr. Zhang Zhangsun as an executive Director;

   (b) To re-elect Ms. Ruan Wenjuan as an executive Director;

   (c) To re-elect Mr. Yuan Haibin as an executive Director;

   (d) To re-elect Ms. Zhang Xiaoqin as an executive Director;

   (e) To re-elect Mr. Deng Zhidong as an independent non-executive Director; and

   (f) To re-elect Mr. Wang Shiyu as an independent non-executive Director.

3. To authorise the board of Directors (the "**Board**") to fix the Directors' remuneration.

4. To re-appoint WM CPA Limited as auditor of the Company and to authorise the Board to fix their remuneration.

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

"**THAT**:

(a) subject to paragraph (c) below, pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") and all other applicable laws, the exercise by the Directors during the Relevant Period (as defined in paragraph (d) below) of all the powers of the Company to allot, issue and deal with the unissued shares (the "**Shares**") of HK$0.001 each in the share capital of the Company (including any sale or transfer of Shares out of treasury that are held as treasury Shares), and to make or grant offers, agreements and options (including warrants, bonds, notes and other securities which carry rights to subscribe for or are convertible into Shares) which would or might require the exercise of such powers be and the same is hereby generally and unconditionally approved;

(b) the approval in paragraph (a) above shall authorize the Directors during the Relevant Period to make or grant offers, agreements and options (including warrants, bonds, notes and other securities which carry rights to subscribe for or are convertible into Shares) which would or might require the exercise of such powers after the end of the Relevant Period;

(c) the aggregate number of Shares allotted and issued or agreed conditionally or unconditionally to be allotted and issued (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraph (a) above, otherwise than pursuant to:

(i) a Rights Issue (as hereinafter defined in paragraph (d) below);

(ii) the exercise of options granted under the share option scheme or similar arrangement for the time being adopted by the Company from time to time;

(iii) any scrip dividend or similar arrangements providing for allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the amended and restated articles of association (the "**Articles of Association**") of the Company and other relevant regulations in force from time to time; or

(iv) any issue of Shares upon the exercise of rights of subscription or conversion under the terms of any warrants of the Company or any securities which are convertible into Shares; shall not exceed 20% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of the passing of this resolution, and the said approval shall be limited accordingly; and

(d) for the purpose of this resolution, the "**Relevant Period**" means the period from the date of 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 law of the Cayman Islands to be held; or

(iii) the date on which such mandate granted under this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.

"**Rights Issue**" means an offer of Shares, or offer or issue of warrants, options or other securities giving rights to subscribe for Shares open for a period fixed by the Directors to the holders of Shares or any class of Shares whose names appear on the registers of members of the Company on a fixed record date in proportion to their then holdings of such Shares as at that date (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, or the expenses or delay which may be involved in determining the existence or extent of any restrictions or obligations under the laws of, or the requirements of, jurisdiction outside Hong Kong or any recognized regulatory body or any stock exchange outside Hong Kong)."

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

"THAT:

(a) subject to paragraph (b) below, the exercise by the Directors during the Relevant Period (as defined in paragraph (c) below) of all the powers of the Company to purchase the shares of HK$0.001 each in the share capital of the Company on the Stock Exchange or any other stock exchange on which Shares may be listed and recognized by the Securities and Futures Commission of Hong Kong (the "**SFC**") and the Stock Exchange for such purpose, and subject to and in accordance with the rules and regulations of the SFC, the Stock Exchange, the Companies Law (2013 Revision) of the Cayman Islands and all other applicable laws as amended from time to time in this regard, be and the same is hereby generally and unconditionally approved;

(b) the aggregate number of Shares which may be purchased or agreed to be purchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period shall not exceed 10% of the aggregate number of Shares in issue (excluding any treasury Shares) as at the date of the passing of this resolution, and the said approval shall be limited accordingly; and

(c) for the purpose of this resolution, "**Relevant Period**" means the period from the date of 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 other applicable law of the Cayman Islands to be held; or

(iii) the date on which such mandate granted under this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting."

7. "**THAT** conditional upon resolutions numbered 5 and 6 above being passed, the unconditional general mandate granted to the Directors to allot, issue and deal with the unissued shares of the Company pursuant to resolution numbered 5 above be and it is hereby extended by the addition to the aggregate number of Shares which may be allotted (including any sale or transfer of treasury Shares) or agreed conditionally or unconditionally to be allotted (including any sale or transfer of treasury Shares) by the Director pursuant to or in accordance with such general mandate of a number representing the aggregate number of Shares (excluding any treasury Shares) purchased by the Company pursuant to or in accordance with the authority granted under paragraph (a) of resolution numbered 6 above."

SPECIAL RESOLUTION

8. To consider and, if thought fit, pass the following resolution as a special resolution:

"THAT:

(a) the proposed amendments to the existing articles of association of the Company (the "**Existing Articles of Association**"), details of which are set out in Appendix III to the circular of the Company dated June 8, 2026 (the "**Proposed Amendments**"), be and are hereby approved;

(b) the third amended and restated articles of association of the Company (incorporating and consolidating the Proposed Amendments, a copy of which has been produced to this Meeting and marked "A" and initialled by the chairman of the Meeting for the purpose of identification) (the "**New Articles of Association**") be approved and adopted as the amended and restated articles of association of the Company in substitution for, and to the exclusion of, the Existing Articles of Association; and

(c) any one Director be and is hereby authorised to do all such acts and things and execute and deliver all relevant documents for and on behalf of the Company as he/she consider(s) necessary, desirable, appropriate or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Proposed Amendments and the Company's adoption of the New Articles of Association, including without limitation, attending to the necessary filings with the Registrar of Companies in the Cayman Islands and Hong Kong."

By order of the Board
Glory Health Industry Limited
Zhang Zhangsun
Chairman

Beijing, June 8, 2026

Registered office:
Cricket Square, Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head office and principal place of business in Hong Kong:
Unit A, 26/F, Yan's Tower
27 Wong Chuk Hang Road
Hong Kong

Notes:

1. *Any member of the Company entitled to attend and vote at the Meeting is entitled to appoint another person (who must be an individual) as his proxy or representative to attend and vote in his stead. A member who is the holder of two or more Shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting. A proxy need not be a member of the Company.*

2. *In the case of joint holders of Shares, any one of such joint holders may vote at the meeting, either personally or by proxy, in respect of such Share as if he were solely entitled thereto, but if more than one of such joint holders are present at the Meeting, personally or by proxy, that one of the said persons so present being the most or, as the case may be, the more senior shall alone be entitled to vote in respect of the relevant joint holding and, for this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand on the register in respect of the relevant joint holding.*

3. *In order to be valid, the form of proxy must be duly completed and signed in accordance with the instructions printed thereon and deposited together with a power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority, at the Company's branch share registrar and transfer office in Hong Kong (the "**Branch Share Registrar**"), Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof. Completion and return of a form of proxy will not preclude a member from attending in person and voting at the Meeting or any adjournment thereof, should he so wish.*

4. *The register of members of the Company will be closed from Thursday, June 25, 2026 to Tuesday, June 30, 2026 (both days inclusive), during which period no transfer of the Shares will be effected. In order to qualify for attending the Meeting or any adjournment thereof, all transfers of Shares accompanied by the relevant share certificate(s) must be lodged with the Branch Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:30 p.m. on Wednesday, June 24, 2026. The record date for determining the eligibility of the Shareholders to attend and vote at the Meeting will be Tuesday, June 30, 2026.*

5. *Delivery of an instrument appointing a proxy should not preclude a member from attending and voting in person at the Meeting or any adjournment thereof and in such event, the instrument appointing a proxy shall be deemed to be revoked. For the avoidance of doubt, holders of treasury Shares (if any) have no voting rights at the Company's general meeting(s).*

6. *The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.*

7. *Pursuant to Rule 13.39(4) of the Listing Rules, all resolution at the Meeting will be conducted by way of a poll.*

As at the date of this notice, the Directors are:

Executive Directors

Mr. Zhang Zhangsun (Chairman), Ms. Ruan Wenjuan, Mr. Yuan Haibin, Mr. Zhao Yuhong and Ms. Zhang Xiaoqian

Independent non-executive Directors

Ms. Chen Jinrong, Mr. Deng Zhidong and Mr. Wang Shiyu

This notice is prepared in both English and Chinese. In the event of any inconsistency, the English text of the notice shall prevail over the Chinese text.