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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 stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers.

If you have sold or transferred all your shares in Oi Wah Pawnshop Credit Holdings Limited (the “Company”), you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or transferee(s) or to the bank, stockbroker or licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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Oi Wah Pawnshop Credit Holdings Limited

靚華押業信貸控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1319)

**PROPOSALS FOR GENERAL MANDATES TO ISSUE
AND REPURCHASE SHARES,
RE-ELECTION OF RETIRING DIRECTORS,
DECLARATION OF FINAL DIVIDEND,
PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION
AND ADOPTION OF NEW MEMORANDUM AND ARTICLES OF
ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

The notice convening the annual general meeting of the Company (the “AGM”) to be held at Room 1225, 12th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong, on 31 July 2026 at 10:30 a.m. is set out on pages 80 to 84 of this circular.

If you are unable to attend the AGM, you are requested to complete, sign and return the accompanying form of proxy in accordance with the instructions printed thereon to the Company’s share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited, 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so wish.

Hong Kong, 29 June 2026

CONTENTS

	<i>Page</i>
DEFINITIONS	1
LETTER FROM THE BOARD	
Introduction.	4
Proposed Grant of Issue Mandate, Repurchase Mandate and Extension Mandate	5
Proposed Re-election of the Retiring Directors	6
Proposed Declaration of Final Dividend and Closure of Register of Members	7
Proposed Re-appointment of Auditors	7
Proposed Amendments to the Memorandum and Articles of Association and Adoption of the New Memorandum and Articles of Association.	8
AGM.	9
Voting by way of Poll	9
Responsibility Statement	9
Recommendation	9
General	9
Miscellaneous	10
APPENDIX I – EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE ...	11
APPENDIX II – PARTICULARS OF THE RETIRING DIRECTORS PROPOSED FOR RE-ELECTION AT THE AGM	15
APPENDIX III – PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION	18
NOTICE OF AGM	80

DEFINITIONS

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

“AGM”	the annual general meeting of the Company to be convened and held at Room 1225, 12th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong, on 31 July 2026 at 10:30 a.m. a notice of which is set out on pages 80 to 84 of this circular
“Articles of Association”	the second amended and restated articles of association of the Company adopted by a special resolution of the Company passed on 28 July 2022
“Board”	the board of Directors
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC
“Chan’s Family”	Mr. Edward Chan, Ms. Chan Ying Yu, Ms. Chan Nga Yu and Ms. Chan Mei Fong
“Chan’s Family Trust”	a discretionary trust whose trustee, TMF (Cayman) Limited, indirectly owns the entire issued share capital of Kwan Lik Holding Limited, a company which is a controlling shareholder (as defined in the Listing Rules) of the Company. Ms. Chan Nga Yu, Mr. Edward Chan, Ms. Chan Mei Fong, Ms. Chan Ying Yu and Mr. Macksion Chan are the beneficiaries of the trust
“Companies Act”	the Companies Act (as revised) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time
“Company”	Oi Wah Pawnshop Credit Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability with its Shares listed on the Stock Exchange
“Director(s)”	director(s) of the Company
“Extension Mandate”	a general and unconditional mandate proposed to be granted to the Directors to the effect that any Shares repurchased under the Repurchase Mandate will be added to the total number of Shares which may be allotted and issued under the Issue Mandate
“Group”	the Company and its subsidiaries

DEFINITIONS

“HKSCC”	Hong Kong Securities Clearing Company Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong Share Registrar”	Boardroom Share Registrars (HK) Limited
“Issue Mandate”	a general and unconditional mandate proposed to be granted to the Directors to exercise the power of the Company to allot, issue or otherwise deal with Shares (including any sale or transfer of treasury shares, if any) up to a maximum of 20% of the aggregate number of the issued Shares (excluding treasury shares, if any) as at the date of passing the relevant resolution at the AGM
“Latest Practicable Date”	23 June 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as amended, supplemented or otherwise modified from time to time
“Memorandum”	the second amended and restated memorandum of association of the Company adopted by a special resolution of the Company passed on 28 July 2022
“Ms. Chan Mei Fong”	Ms. Chan Mei Fong (陳美芳), an executive Director and a beneficiary of the Chan’s Family Trust
“Ms. Chan Nga Yu”	Ms. Chan Nga Yu (陳雅瑜), a beneficiary of the Chan’s Family Trust
“Ms. Chan Ying Yu”	Ms. Chan Ying Yu (陳英瑜), an executive Director and a beneficiary of the Chan’s Family Trust
“Mr. Edward Chan”	Mr. Chan Kai Ho Edward (陳啟豪), an executive Director and a beneficiary of the Chan’s Family Trust
“Mr. Mackston Chan”	Mr. Chan Kai Kow Mackston (陳啟球), a non-executive Director and a beneficiary of the Chan’s Family Trust
“New Memorandum and Articles of Association”	the third amended and restated memorandum and articles of association of the Company incorporating and consolidating all the Proposed Amendments to be considered and approved by way of a special resolution at the AGM

DEFINITIONS

“Proposed Amendments”	the proposed amendments to the existing Memorandum and Articles of Association as set out in Appendix III to this Circular
“Repurchase Mandate”	a general and unconditional mandate proposed to be granted to the Directors to enable them during the relevant period to repurchase Shares, the aggregate nominal amount of which shall not exceed 10% of the aggregate number of the issued Shares (excluding treasury shares, if any) as at the date of passing the relevant resolution at the AGM
“Retiring Directors”	the Directors retiring at the AGM and, who being eligible, are offering themselves for re-election at the AGM, in accordance with the Articles of Association
“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)”	share(s) of a par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong as amended, supplemented or otherwise modified from time to time
“treasury shares”	has the meaning ascribed to it under the Listing Rules
“HK\$” or “HK cents”	Hong Kong dollars and cents, respectively, the lawful currency of Hong Kong
“%”	per cent

LETTER FROM THE BOARD



Oi Wah Pawnshop Credit Holdings Limited

靚華押業信貸控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1319)

Executive Directors:

Mr. Chan Kai Ho Edward

(Chairman and Chief Executive Officer)

Ms. Chan Mei Fong

Ms. Chan Ying Yu

Non-executive Directors:

Mr. Chan Kai Kow Mackson

Ms. Mak Siu Yee

Independent Non-executive Directors:

Mr. Lam On Tai

Dr. Leung Shiu Ki Albert

Dr. Yip Ngai

Registered office:

Windward 3, Regatta Office Park

P.O. Box 1350

Grand Cayman

KY1-1108

Cayman Islands

*Head office and principal place of
business:*

Rooms 2302–2303

Kwan Chart Tower

No. 6 Tonnochy Road

Wanchai, Hong Kong

29 June 2026

To the Shareholders

Dear Sir or Madam,

**PROPOSALS FOR GENERAL MANDATES TO ISSUE
AND REPURCHASE SHARES,
RE-ELECTION OF RETIRING DIRECTORS,
DECLARATION OF FINAL DIVIDEND,
PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide you with further information on the resolutions to be proposed at the AGM to approve, inter alia, (a) the grant to the Directors of the Issue Mandate, the Repurchase Mandate and the Extension Mandate upon the expiry of the current general mandates to issue Shares and repurchase Shares granted to the Directors by resolutions of the Shareholders passed on 31 July 2025; (b) the re-election of the Retiring Directors; (c) the declaration of a final dividend, and to give you

LETTER FROM THE BOARD

notice of the AGM; and (d) the proposed amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association at which the resolutions will be proposed for the Shareholders to consider and, if thought fit, approve such matters.

PROPOSED GRANT OF ISSUE MANDATE, REPURCHASE MANDATE AND EXTENSION MANDATE

Pursuant to the resolutions passed by the Shareholders at the annual general meeting of the Company held on 31 July 2025, the Directors were granted (a) a general and unconditional mandate to allot, issue and deal with the Shares not exceeding 20% of the aggregate nominal amount of the share capital of the Company in issue (excluding treasury shares, if any) on the date of passing of the relevant ordinary resolution; (b) a general and unconditional mandate to repurchase the Shares with an aggregate nominal amount not exceeding 10% of the aggregate nominal amount of the share capital of the Company in issue (excluding treasury shares, if any) on the date of passing of the relevant ordinary resolution; and (c) the power to extend the general mandate mentioned in (a) above by an amount representing the aggregate nominal amount of the Shares repurchased by the Company pursuant to the mandate to repurchase securities referred to in (b) above. The above general mandates will expire at the conclusion of the AGM.

At the AGM, the following resolutions, among other matters, will be proposed:

- (a) to grant the Issue Mandate to the Directors to exercise the powers of the Company to allot, issue and otherwise deal with the Shares (including any sale or transfer of treasury shares, if any) up to a maximum of 20% of the aggregate number of the issued Shares (excluding treasury shares, if any) on the date of passing of such resolution;
- (b) to grant the Repurchase Mandate to the Directors to enable them to repurchase the Shares up to a maximum of 10% of the aggregate number of the issued Shares (excluding treasury shares, if any) on the date of passing of such resolution; and
- (c) to grant the Extension Mandate to the Directors to increase the total number of the Shares which may be allotted and issued under the Issue Mandate by an additional number representing such number of Shares repurchased under the Repurchase Mandate.

The full text of above resolutions are set out in resolutions numbered 5 to 7 as set out in the notice of the AGM contained in pages 80 to 84 of this circular.

Each of the Issue Mandate, the Repurchase Mandate and the Extension Mandate will expire at the earliest of: (a) the conclusion of the next annual general meeting of the Company following the AGM; (b) the date by which the next annual general meeting is required by the Companies Act or the Articles of Association to be held; or (c) when the mandate given to the Directors thereunder is revoked or varied by ordinary resolution(s) of the Shareholders in a general meeting prior to the next annual general meeting of the Company.

LETTER FROM THE BOARD

Under the Listing Rules, the Company is required to give the Shareholders all information which is reasonably necessary to enable the Shareholders to make an informed decision as to whether to vote for or against the resolution in respect of the Repurchase Mandate at the AGM. An explanatory statement for such purpose is set out in Appendix I to this circular.

PROPOSED RE-ELECTION OF THE RETIRING DIRECTORS

As at the Latest Practicable Date, the executive Directors are Mr. Edward Chan, Ms. Chan Ying Yu and Ms. Chan Mei Fong; the non-executive Directors are Mr. Macksion Chan and Ms. Mak Siu Yee; and the independent non-executive Directors are Mr. Lam On Tai, Dr. Leung Shiu Ki Albert and Dr. Yip Ngai.

Pursuant to Article 108 of the Articles of Association, Ms. Chan Ying Yu, Ms. Mak Siu Yee and Dr. Yip Ngai (“**Dr. Yip**”) shall retire from office by rotation at the AGM and shall be eligible for re-election.

In nominating the independent non-executive Director, Dr. Yip, for re-election, the nomination committee of the Company has taken into account, amongst other things, the perspectives, skills and experience that he could bring to the Board, as well as his contribution to the diversity of the Board. Dr. Yip is an experienced and highly-valued independent non-executive Director and the chairman of the audit committee of the Company. His accounting and financial expertise has greatly assisted the Company in reviewing the financial reporting process and the internal control framework of the Group, and his experience as a jewellery appraiser and valuation expert is also relevant to the Group’s pawn loan business. The broad spectrum of knowledge and expertise that he brought to the Board renders him to be an active contributor, as well as a valuable member of the Board.

The nomination committee of the Company has also reviewed and assessed the independence of Dr. Yip based on the independence guidelines as stipulated under Rule 3.13 of the Listing Rules.

Saved as disclosed herein, Dr. Yip did not hold any cross-directorships or have significant associations with other Directors through involvements in other companies that could give rise to conflicts of interests in relation to the role of an independent non-executive Director and which could likely influence his independent judgement. In light of the aforesaid, the nomination committee of the Company considers that Dr. Yip remains independent.

As at the Latest Practicable Date, two of our independent non-executive Directors, Dr. Yip Ngai and Dr. Leung Shiu Ki Albert, have been serving as independent non-executive Directors for thirteen years and the remaining independent non-executive Director, Mr. Lam On Tai has been serving as independent non-executive Directors for nine years. After review by the nomination committee by considering all the aspects as a whole, the committee considered that Dr. Yip, Dr. Leung Shiu Ki Albert and Mr. Lam On Tai are still independent to the Company and capable of being independent non-executive Directors of the Company.

In addition, the nomination committee of the Company are of the view that all of the retiring Directors have demonstrated their respective commitment to their roles and contributions to the Board, and that they would continue to make effective contributions to the Board.

LETTER FROM THE BOARD

As such, the nomination committee of the Company recommended the re-election of the retiring Directors to the Board. The Board has endorsed the nomination by the nomination committee of the Company and recommended them to stand for re-election at the AGM.

Particulars of each of the Retiring Directors proposed to be re-elected at the AGM which are required to be disclosed by the Listing Rules are set out in Appendix II to this circular.

PROPOSED DECLARATION OF FINAL DIVIDEND AND CLOSURE OF REGISTER OF MEMBERS

Proposed final dividend

As mentioned in the annual results announcement of the Company dated 27 May 2026, the Board recommended the payment of a final dividend of HK1.15 cents per Share for the year ended 28 February 2026, which is subject to the approval of the Shareholders at the AGM.

The proposed final dividend, if approved by the Shareholders at the AGM, will be paid on Friday, 21 August 2026 to the Shareholders whose names appear on the register of members of the Company at the close of business on Monday, 10 August 2026.

Closure of register of members

In order to determine the identity of the Shareholders who are entitled to attend and vote at the AGM, all duly completed transfer forms accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong, no later than 4:30 p.m. on Monday, 27 July 2026. The register of members of our Company will be closed from Tuesday, 28 July 2026 to Friday, 31 July 2026, both days inclusive, during which period no transfer of shares will be registered.

In order to establish the identity of the Shareholders who are entitled to the proposed final dividend, all duly completed transfer forms accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong, no later than 4:30 p.m. on Wednesday, 5 August 2026. The register of members of our Company will be closed from Thursday, 6 August 2026 to Monday, 10 August 2026, both days inclusive, during which no transfer of shares will be registered.

PROPOSED RE-APPOINTMENT OF AUDITORS

SHINEWING (HK) CPA Limited will retire as the independent auditor of the Company at the AGM and, being eligible, offer themselves for re-appointment.

LETTER FROM THE BOARD

Upon the recommendation of the Audit Committee, the Board proposed to re-appoint SHINEWING (HK) CPA Limited as the independent auditor of the Company and to hold office until the conclusion of the next annual general meeting of the Company and to authorize the Board to fix their remuneration. The estimated audit fee in relation to annual audit and interim review agreed with the auditors would be of HK\$0.91 million to HK\$0.95 million, which is determined by the Board and the Audit Committee with reference to the complexity of the business operations of the Group, the scope of work, audit timetable and market rates. As SHINEWING (HK) CPA Limited has been familiar with the Group's affairs, the Board considers that the estimated audit fee agreed with the auditors is a fair and reasonable estimation after due consideration, taking into account of the facts and circumstances known up to the Latest Practicable Date. The audit and other related work in respect of the Group for the year ending 28 February 2027 could be performed more efficiently by SHINEWING (HK) CPA Limited, which is in the best interests of the Company and the Shareholders as a whole.

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

Reference is made to the announcement of the Company dated 27 May 2026 in relation to, among other matters, the proposed amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association.

The Board will propose at the AGM a special resolution approving the Proposed Amendments and the adoption of the New Memorandum and Articles of Association consolidating the Proposed Amendments, for the purposes of, among others, updating and bringing the existing Memorandum and Articles of Association in line with (i) the Core Shareholder Protection Standards set out in Appendix A1 of the Listing Rules which require, among others, the holding of general meetings which shareholders can attend virtually with the use of technology and cast votes by electronic means; (ii) the new treasury shares regime; (iii) the uncertificated securities market regime under the Listing Rules, and adopting consequential and other housekeeping amendments. Accordingly, the Board proposes to adopt the New Memorandum and Articles of Association in substitution for, and to the exclusion of, the existing Memorandum and Articles of Association. The proposed amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association shall take effect upon the close of the AGM if so approved.

Details of the Proposed Amendments are set out in Appendix III to this circular.

The legal adviser to the Company as to Hong Kong laws has confirmed that the Proposed Amendments conform with the requirements of the Listing Rules, and the legal adviser to the Company as to Cayman Islands laws has confirmed that the New Memorandum and Articles of Association (incorporating the Proposed Amendments) do not violate the applicable laws of the Cayman Islands.

The Company confirms that there is nothing unusual about the Proposed Amendments. Shareholders are advised that the New Memorandum and Articles of Association are written in English only and there is no official Chinese translation. The Chinese translation of the New Memorandum and Articles of Association is provided for reference only. In case of any discrepancy or inconsistency, the English version shall prevail.

LETTER FROM THE BOARD

AGM

A notice of the AGM is set out on pages 80 to 84 of this circular.

A form of proxy for use at the AGM is enclosed herewith. If you are unable to attend the AGM, you are requested to complete, sign and return the accompanying form of proxy in accordance with the instructions printed thereon to the Company's branch share registrar and transfer office in Hong Kong, Boardroom Share Registrars (HK) Limited, 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so wish.

VOTING BY WAY OF POLL

Pursuant to Rule 13.39(4) of the Listing Rules and Article 72 of the Articles of Association, all votes at the AGM will be taken by poll and the Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules.

RESPONSIBILITY STATEMENT

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

RECOMMENDATION

The Directors consider that the proposed resolutions set out in the notice of the AGM including (a) the granting of the Issue Mandate, the Repurchase Mandate and the Extension Mandate; (b) the re-election of the Retiring Directors; (c) the declaration of the final dividend; and (d) the Proposed Amendments and the adoption of the New Memorandum and Articles of Association, are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors, together with their associates, intend to vote in favour of all resolutions in respect of their respective shareholdings in the Company and recommend the Shareholders to vote in favour of all resolutions to be proposed at the AGM.

GENERAL

Your attention is drawn to the additional information set out in the appendices to this circular.

LETTER FROM THE BOARD

MISCELLANEOUS

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

Yours faithfully,
By Order of the Board of
Oi Wah Pawnshop Credit Holdings Limited
Chan Kai Ho Edward
Chairman, Chief Executive Officer and Executive Director

APPENDIX I EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE

This appendix serves as an explanatory statement, as required by the Listing Rules, to provide the requisite information to you for your consideration of the Repurchase Mandate.

LISTING RULES RELATING TO THE REPURCHASE OF SHARES

The Listing Rules permit companies whose primary listing is on the Stock Exchange to repurchase shares on the Stock Exchange and any other stock exchange on which securities of the company are listed and such exchange is recognised 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 company must be fully paid up and all repurchases of shares by such 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.

SHARE CAPITAL

As at the Latest Practicable Date, there were a total of 1,924,308,406 Shares in issue. As at the same date, the Company did not hold any treasury shares.

The Repurchase Mandate will enable the Directors to repurchase the Shares up to a maximum of 10% of the aggregate number of the issued Shares (excluding treasury shares, if any) on the date of passing the relevant ordinary resolution at the AGM. Subject to the passing of the proposed resolution granting the Repurchase Mandate and assuming that no further Shares will be issued or repurchased prior to the AGM and no treasury shares as at the Latest Practicable Date, the Company will be allowed under the Repurchase Mandate to repurchase a maximum of 192,430,840 Shares.

The Repurchase Mandate, unless revoked or varied by way of an ordinary resolution of the Shareholders in general meeting, will expire at the conclusion of the next annual general meeting of the Company.

FUNDING OF REPURCHASE

Repurchases must be funded out of funds legally available for the purpose in accordance with the Company's Memorandum and Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands.

REASONS FOR REPURCHASES

The Directors believe that the Repurchase Mandate is in the best interests of the Company and the Shareholders as a whole. 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.

APPENDIX I EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE

As at the Latest Practicable Date, the Company has no intention to cancel the repurchased Shares following settlement of any such repurchase or hold them as treasury shares, but the Company may cancel any Shares it repurchased and/or hold them as treasury shares subject to market conditions and its capital management needs at the relevant time of the repurchases. The Shares which are repurchased by the Company will only be held as treasury shares by the Company when the Directors consider it prudent or beneficial for capital management purposes to do so, and the treasury shares will only be resold on the market when the Directors believe that a resale of such treasury shares is in the interests of the Company and the Shareholders as a whole.

For those treasury shares not directly held by the Company but are deposited with CCASS pending resale on the Stock Exchange, the Company will adopt measures to ensure that it would not exercise any Shareholders' rights or receive any entitlements in respect of such treasury shares. Such measures will include (i) procuring the relevant broker not to give instructions to HKSCC to vote at general meetings of the Company for such treasury shares; and (ii) in case of dividends or distributions, the Company shall give instructions to the Hong Kong Share Registrar to exclude such treasury shares in determining HKSCC's entitlements to the dividends or distributions and notify (or procure the relevant broker to notify) HKSCC the number of treasury shares held with CCASS, or alternatively, withdraw the treasury shares from CCASS and either register them in the Company's own name or cancel them, in each case before the record date for the dividend or distributions.

EFFECT OF EXERCISING THE REPURCHASE MANDATE

There might be a material adverse impact on the working capital and/or gearing position of the Company as compared with the position disclosed in the most recent published audited accounts, in the event that the Repurchase Mandate were to be carried out in full at any time during the proposed repurchase period. However, the Directors do not intend 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.

CONNECTED PERSONS

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates (as defined in the Listing Rules) currently intends to sell any Shares to the Company under the Repurchase Mandate if the same is approved by the Shareholders.

No core connected person (as defined in the Listing Rules) has notified the Company that he/she/it has a present intention to sell Shares to the Company, or has undertaken not to do so if the Repurchase Mandate is approved by the Shareholders.

APPENDIX I EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE

GENERAL

The Directors will exercise the power of the Company to make repurchase pursuant to the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

The Directors confirmed that neither this explanatory statement nor the proposed share repurchase has any unusual features.

THE TAKEOVERS CODE AND MINIMUM PUBLIC HOLDING

If, as a result of a repurchase of Shares, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code.

Accordingly, a Shareholder or a 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 or Rule 32 of the Takeovers Code. As at the Latest Practicable Date and insofar the Directors are aware of, Chan's Family had interests in 1,401,740,588 Shares, of which 1,348,263,024 Shares were held by Kwan Lik Holding Limited (whose entire issued share capital is indirectly owned by TMF (Cayman) Limited, the trustee of the Chan's Family Trust) and 53,477,564 Shares were held by Mr. Edward Chan, representing 72.84% of the issued share capital of the Company. In the event that the Repurchase Mandate was exercised in full, the interest of Chan's Family in the Company will be increased to approximately 80.94%. On the basis of the aforesaid increase of shareholding, the Directors are not presently aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

The Directors have no intention to exercise the Repurchase Mandate to such an extent that will result in the number of Shares in hands of public falling below the prescribed minimum percentage of 25%.

SHARE REPURCHASE MADE BY THE COMPANY

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

APPENDIX I EXPLANATORY STATEMENT ON THE REPURCHASE MANDATE

SHARE PRICES

The highest and lowest prices at which the Shares were traded on the Stock Exchange during the 12 months preceding the Latest Practicable Date were as follows:

	Share price per Share	
	Highest (HK\$)	Lowest (HK\$)
2025		
June	0.208	0.186
July	0.223	0.200
August	0.241	0.213
September	0.245	0.228
October	0.260	0.236
November	0.290	0.260
December	0.275	0.260
2026		
January	0.280	0.265
February	0.335	0.270
March	0.290	0.270
April	0.285	0.280
May	0.305	0.280
June (up to and including the Latest Practicable Date)	0.300	0.280

Source: Stock Exchange

The particulars of Directors who are subject to re-election at the AGM and which are required to be disclosed under the Listing Rules are set out below:

MS. CHAN YING YU

Ms. Chan Ying Yu (陳英瑜), aged 60, is our executive Director. She is also a director of all the subsidiaries within the Group and the authorised representative of the Company. Ms. Chan joined our Group in 2000 and is responsible for overseeing our administration and human resources matters. Ms. Chan obtained a Bachelor of Science degree in Hotel and Restaurant Management from the Middlesex University, United Kingdom in July 1995 and was elected as an associate of the Hotel and Catering International Management Association in October 1995. Ms. Chan is the sister of Mr. Chan Kai Ho Edward, Ms. Chan Mei Fong and Mr. Chan Kai Kow Mackson, all of whom are our Directors.

As at the Latest Practicable Date, Ms. Chan Ying Yu was deemed to have interest in 1,401,740,588 Shares, of which 1,348,263,024 Shares were held by Kwan Lik Holding Limited^(Note) and 53,477,564 Shares were held by Mr. Edward Chan, representing 72.84% of the issued share capital of the Company, by virtue of the SFO.

Ms. Chan Ying Yu has entered into a service agreement with the Company with a term of three years and is subject to retirement by rotation and re-election at the AGM in accordance with the Articles of Association. She is entitled to HK\$683,200 as annual salary. The remuneration committee of the Company will review and determine the remuneration and compensation package with reference to her responsibilities, workload, time devoted to the Group and the performance of the Group. The principal elements of her remuneration package include salary and allowance, but exclude discretionary bonus.

Note:

The entire issued share capital of Kwan Lik Holding Limited is owned by Kwan Lik (BVI) Limited, a wholly-owned subsidiary of TMF (Cayman) Limited which is the trustee of the Chan's Family Trust whose beneficiaries include the Chan's Family and Mr. Mackson Chan.

MS. MAK SIU YEE

Ms. Mak Siu Yee (麥肇儀), aged 52, with over 30 years of experience in compliance, operations, settlement, and accounts within the financial services industry, brings expertise in regulatory compliance, anti-money laundering (AML), know-your-client (KYC), and operational management. Ms. Mak has held several senior positions at various companies in the finance industry in Hong Kong, including Great Roc Capital Securities Limited, Elstone Securities Limited and Apricot Capital (Hong Kong) Limited and SR Wealth Securities Limited. At the abovementioned companies, she was primarily responsible for formulating and implementing compliance policies, supervising AML/KYC processes, and overseeing daily operations for brokerage and asset management businesses. Ms. Mak has obtained a bachelor's degree in management in accounting from Dongbei University of Finance and Economics, in the People's Republic of China.

As at the Latest Practicable Date, Ms. Mak Siu Yee does not have any interests in the shares of the Company within the meaning of Part XV of the SFO. Ms. Mak Siu Yee has entered into a letter of appointment with the Company with a term of three years and is subject to retirement by rotation and re-election at the AGM in accordance with the Articles of Association. She is entitled to HK\$192,000 as annual salary. The remuneration committee of the Company will review and determine the remuneration and compensation package with reference to her responsibilities, workload, time devoted to the Group and the performance of the Group. The principal element of her remuneration package include salary and allowance, but exclude discretionary bonus.

DR. YIP NGAI

Dr. Yip Ngai (葉毅), aged 52, was appointed as our independent non-executive Director on 19 February 2013. Dr. Yip is a jewellery appraiser and valuation expert and has over 30 years of experience in jewellery and art industry. Dr. Yip became a fellow of the HKICPA in May 2012. He has also been appointed as a specialist by the Hong Kong Council for Accreditation of Academic & Vocational Qualifications since July 2011 and as a technical advisor (watch and jewellery) by the Employees Retraining Board since September 2013. Dr. Yip obtained a Doctorate degree of business administration from the EU Business School, Switzerland in May 2011, a Master degree of Business Administration from the Federation University Australia in December 2008 and a Bachelor of Business (Accounting) degree from the Monash University, Australia in November 1999. Dr. Yip obtained a diploma in Gemmology from The Gemmological Association and Gem Testing Laboratory of Great Britain in October 1994.

As at the Latest Practicable Date, Dr. Yip Ngai does not have any interests in the shares of the Company within the meaning of Part XV of the SFO. Dr. Yip Ngai has entered into a letter of appointment with the Company with a term of three years and is subject to retirement by rotation and re-election at the AGM in accordance with the Articles of Association. He is entitled to HK\$192,000 as annual salary. The remuneration committee of the Company will review and determine the remuneration and compensation package with reference to his responsibilities, workload, time devoted to the Group and the performance of the Group. The principal elements of his remuneration package include salary and allowance, but exclude discretionary bonus.

Save as disclosed above, each of the Directors who are subject to re-election at the AGM (i) did not hold other positions in the Company or other members of the Group as at the Latest Practicable Date; (ii) had no other relationship with any Director, senior management or substantial shareholder of the Company as at the Latest Practicable Date; (iii) did not hold any other directorship in public listed companies in the three years prior to the Latest Practicable Date; and (iv) confirmed that there is no other information required to be disclosed pursuant to Rule 13.51(2) of the Listing Rules.

Details of the proposed amendments to the Memorandum and Articles of Association are set out as follows:

Article No.	Proposed amendments (showing changes to the existing Articles of Association)
Cover page	<p style="text-align: center;">SECOND<u>THIRD</u> AMENDED AND RESTATED</p> <p style="text-align: center;">MEMORANDUM AND ARTICLES</p> <p style="text-align: center;">OF</p> <p style="text-align: center;">ASSOCIATION</p> <p style="text-align: center;">OF</p> <p style="text-align: center;">Oi Wah Pawnshop Credit Holdings Limited (靚華押業信貸控股有限公司) (as adopted by a Special Resolution passed on 28 July 2022 <u>31 July 2026</u>)</p> <p style="text-align: center;">Appleby Hong Kong Office <u>Suites 3504B-06</u> <u>35/F, Two Taikoo Place</u> <u>979 King's Road</u> <u>Quarry Bay</u> <u>Hong Kong</u> Suites 4201-03 & 12 42/F, One Island East Taikoo Place 18 Westlands Road Quarry Bay Hong Kong</p>
Heading	<p style="text-align: center;">THE COMPANIES ACT (AS REVISED)</p> <p style="text-align: center;">EXEMPTED COMPANY LIMITED BY SHARES</p> <p style="text-align: center;">SECOND<u>THIRD</u> AMENDED AND RESTATED</p> <p style="text-align: center;">ARTICLES OF ASSOCIATION</p> <p style="text-align: center;">OF</p> <p style="text-align: center;">Oi Wah Pawnshop Credit Holdings Limited (靚華押業信貸控股有限公司) (adopted by a Special Resolution passed on 28 July 2022 <u>31 July 2026</u>)</p>

1	<p>(a) Table “A” of the Companies Act (as revised) shall not apply to the Company.</p> <p>(b) Any marginal notes, titles or lead in references to Articles and the index of the Memorandum and Articles of Association shall not form part of the Memorandum or Articles of Association and shall not affect their interpretation. In interpreting these Articles of Association, unless there be something in the subject or context inconsistent therewith:</p> <p><u>“actionable corporate communications” shall have the meaning given to it under the Listing Rules;</u></p> <p><u>“address” shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or, electronic address or postal address or website used for the purposes of any communication pursuant to these Articles;</u></p> <p><u>“announcement” means an official publication of a notice or document of the Company, including a publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws;</u></p> <p><u>“appointor” means in relation to an alternate Director, the Director who appointed the alternate to act as his alternate;</u></p> <p><u>“Articles” means these Articles of Association in their present form and all supplementary, amended or substituted articles for the time being in force;</u></p> <p><u>“Associates” shall have the meaning as defined in the Listing Rules;</u></p> <p><u>“ASR” or “approved securities registrar” shall have the meaning prescribed to it under section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;</u></p> <p><u>“ASR Code” means the Code of Conduct for Approved Securities Registrars published by the SFC as amended from time to time and any other codes or guidelines incorporated therewith, supplementary thereto or substituted therefor;</u></p> <p><u>“ASR Rules” shall mean the Securities and Futures (Approved Securities Registrars) Rules, Cap. 571AT of the laws of Hong Kong, as amended from time to time;</u></p> <p><u>“Auditors” means the persons appointed by the Company from time to time to perform the duties of auditors of the Company;</u></p> <p><u>“Board” means the board of Directors of the Company as constituted from time to time or as the context may require the majority of Directors present and voting at a meeting of the Directors at which a quorum is present;</u></p>
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	<p>“Call” shall include any instalment of a call;</p> <p><u>“Central Clearing and Settlement System” means the Central Clearing and Settlement System operated by the HKSCC;</u></p> <p><u>“certificated” or “certificated form” shall have the meaning given to it under section 1AB of Part 1 of Schedule 1 to the Securities and Futures Ordinance;</u></p> <p>“Chairman” means, except where the context otherwise requires, the Chairman presiding at any meeting of Shareholders or of the Board;</p> <p>“Clearing House” means a clearing house recognized by the laws of the jurisdiction in which the Shares of the Company are listed or quoted with the permission of the Company on a stock exchange in such jurisdiction;</p> <p><u>“Close Associate(s)” shall have the meaning as defined in the Listing Rules, except that for purposes of Article 107(d) where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules;</u></p> <p>“Companies Act” means the Companies Act (as revised) of the Cayman Islands as amended from time to time and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in the Cayman Islands applying to or affecting the Company, the Memorandum of Association and/or the Articles of Association;</p> <p>“Companies Ordinance” means the Companies Ordinance, Cap. 622 of the Laws of Hong Kong as amended from time to time;</p> <p>“Company” means the above-named company;</p> <p><u>“Company’s website” means the website of the Company to which any Shareholder may have access, the address or domain name of which has been notified to the Shareholders by the Company or as subsequently amended by notice given to the Shareholders by the Company;</u></p> <p><u>“Corporate Communication(s)” shall have the meaning as defined in the Listing Rules;</u></p> <p>“Debenture” and “Debenture Holder” means and includes respectively “debenture stock” and “debenture stockholder”;</p> <p><u>“dematerialization” shall mean conversion from certificated form to uncertificated form (and dematerialize is to be construed accordingly);</u></p>
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	<p><u>“dematerialization request” shall have the meaning given to it under rule 2(1) of the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p>“Director” means such person or persons as shall be appointed to the Board from time to time;</p> <p>“Dividend” means dividends, distributions in specie or in kind, capital distributions and capitalisation issues;</p> <p><u>“electronic” shall have the meaning given to it in the Electronic Transactions Act;</u></p> <p><u>“electronic communication” means a communication sent, transmitted, conveyed and received by electronic means in any form through any medium;</u></p> <p><u>“electronic means” shall include sending or otherwise making available to the intended recipients of the notice or document in the electronic format;</u></p> <p><u>“electronic meeting” means a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Shareholders and/or proxies by means of electronic facilities;</u></p> <p><u>“electronic record” shall have the same meaning as in the Electronic Transactions Act;</u></p> <p><u>“Electronic System” means any system for holding and transferring securities in electronic form approved by applicable law or regulation, including but not limited to the UNSRT System, the Central Clearing and Settlement System and any other clearing or settlement system approved by the HK Stock Exchange and/or the SFC;</u></p> <p><u>“Electronic Transactions Act” means the Electronic Transactions Act (Revised) of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;</u></p> <p>“Head Office” means such office of the Company as the Board may from time to time determine to be the principal office of the Company;</p> <p>“HK Stock Exchange” means The Stock Exchange of Hong Kong Limited;</p> <p>“HK\$” or “Hong Kong dollars” means Hong Kong dollars, the lawful currency for the time being of Hong Kong;</p> <p><u>“HKSCC” means The Hong Kong Securities Clearing Company Limited;</u></p> <p>“Holding Company” has the meaning ascribed to it by Section 13 of the Companies Ordinance;</p>
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	<p>“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;</p> <p><u>“hybrid meeting” means a general meeting held and conducted by (i) physical attendance and participation by Shareholders and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and at the same time (ii) virtual attendance and participation by Shareholders and/or proxies by means of electronic facilities;</u></p> <p><u>“in the process of delisting” shall have the meaning given to it under rule 2(2) of the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p>“Listing Rules” shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);</p> <p><u>“Meeting Location(s)” shall have the meaning given to it in Article 71A(1);</u></p> <p>“Month” means a calendar month;</p> <p>“Newspapers” means at least one English language daily newspaper and at least one Chinese language daily newspaper, in each case published and circulating generally in the Relevant Territory and specified or not excluded for this purpose by the stock exchange in the Relevant Territory;</p> <p><u>“Notice” or “notice” means 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 of the competent regulatory authority. For the avoidance of doubt, Notice may be provided in physical or electronic form;</u></p> <p><u>“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 Share(s) or for sending and receiving authenticated messages;</u></p> <p>“Ordinary Resolution” means a resolution as described in Article 1(d) of these Articles;</p> <p>“Paid” means, as it relates to a Share, paid or credited as paid;</p> <p><u>“participating securities” shall have the meaning given to it under rule 2(1) of the Securities and Futures (Uncertificated Securities Market) Rules;</u></p>
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	<p><u>“physical meeting” means a general meeting held and conducted by physical attendance and participation by Shareholders and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations;</u></p> <p><u>“prescribed securities” shall have the meaning given to it under section 101AA of the Securities and Futures Ordinance;</u></p> <p><u>“Principal Meeting Place” shall have the meaning given to it by Article 65A;</u></p> <p>“Register” means the principal register and any branch register of Shareholders of the Company to be maintained at such place within or outside the Cayman Islands <u>or in electronic form</u> as the Board shall determine from time to time;</p> <p><u>“register of holders” shall have the meaning given to it under the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p>“Registered Office” means the registered office of the Company for the time being as required by the Companies Act;</p> <p>“Registration Office” means such place or places in the Relevant Territory or elsewhere where the Board from time to time determine to keep a branch register of Shareholders of the Company in respect of that class of share capital and where (except in cases where the Board otherwise agrees) transfers of other documents of title for Shares are to be lodged for registration and are to be registered;</p> <p>“Relevant Period” means the period commencing from the date on which any of the securities of the Company first become listed on the HK Stock Exchange to and including the date immediately before the day on which none of such securities are so listed (and so that if at any time listing <u>trading</u> of any such securities is suspended for any reason whatsoever and for any length of time, they shall nevertheless be treated, for the purpose of this definition, as listed);</p> <p>“Relevant Territory” means Hong Kong or such other territory where any of the securities of the Company is listed on a stock exchange in that territory;</p> <p><u>“rematerialization” means conversion from uncertificated form to certificated form and “rematerialize” shall be construed accordingly;</u></p> <p>“Seal” means the common seal of the Company and any one or more facsimile seals from time to time of the Company for use in the Cayman Islands or in any place outside the Cayman Islands;</p> <p>“Secretary” means the person for the time being performing the duties of that office of the Company and includes any assistant, deputy, acting or temporary secretary;</p>
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	<p><u>“Securities and Futures Ordinance” means the Securities and Futures Ordinance, Cap. 571 of the laws of Hong Kong, as amended from time to time and includes every other rules or subsidiary legislation incorporated therewith or substituted therefor;</u></p> <p><u>“Securities and Futures (Uncertificated Securities Market) Rules” means the Securities and Futures (Uncertificated Securities Market) Rules made under the Securities and Futures Ordinance as amended from time to time and includes every other rules or subsidiary legislation incorporated therewith or substituted therefor;</u></p> <p><u>“SFC” means the Securities and Futures Commission of Hong Kong;</u></p> <p>“Securities Seal” shall mean a seal for use for sealing certificates for shares or other securities issued by the Company which is a facsimile of the Seal of the Company with the addition on its face of the words “Securities Seal”;</p> <p>“Share” means a share in the share capital of the Company and includes stock except where a distinction between stock and Shares is expressed or implied;</p> <p>“Shareholder” means the person who is duly registered in the Register as holder for the time being of any Share and includes persons who are jointly so registered;</p> <p>“Special Resolution” means a resolution as described in Article 1(c) of these Articles;</p> <p><u>“specified request” shall have the meaning given to it under rule 2(1) of the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p><u>“Statutes” means the Companies Act and every other act of the Legislature of the Cayman Islands (as may be amended from time to time) for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles;</u></p> <p><u>“system-member” shall have the meaning given to it under rule 2(1) of the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p>“Subsidiary” has the meaning ascribed to it by Section 2 of the Companies Ordinance;</p> <p>“Transfer Office” means the place where the principal register of Shareholders is located for the time being;</p> <p><u>“treasury share” means a share held by the Company in its own name as a treasury share in accordance with the Companies Act;</u></p>
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“uncertificated form” shall have the meaning ascribed to it under section 1AB of Part 1 of Schedule 1 to the Securities and Futures Ordinance; and

“UNSRT System” shall have the meaning ascribed to it under section 101AAB of the Securities and Futures Ordinance.

In these Articles, unless there be something in the subject or context inconsistent herewith:

- (i) words denoting the singular number shall include the plural number and vice versa;
- (ii) words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;
- (iii) subject to the foregoing provisions of this Article, any words or expressions defined in the Companies Act (except any statutory modification thereof not in force when these Articles become binding on the Company) shall bear the same meaning in these Articles, save that “company” shall where the context permits include any company incorporated in the Cayman Islands or elsewhere;
- (iv) any requirements as to delivery under these Articles include delivery in the form of an electronic record;
- (v) sections 8 and 19 of the Electronic Transactions Act (as revised) of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles;
- (vi) references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force;.
- (vii) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or notice and the Shareholder’s election comply with the Statutes and all other applicable laws, rules and regulations;

	<p>(viii) <u>references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;</u></p> <p>(ix) <u>save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;</u></p> <p>(x) <u>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 means of verifying the authenticity of an electronic record 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;</u></p> <p>(xi) <u>references to persons attending meetings by electronic means mean attendance at hybrid meetings or electronic meetings via the electronic facilities or electronic platform(s) stated in the notice of such general meeting;</u></p> <p>(xii) <u>references to a meeting (a) shall mean a meeting convened and held in any manner permitted by these Articles and any Shareholder or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and 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 71E;</u></p> <p>(xiii) <u>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;</u></p>
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	<p>(xiv) <u>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 right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting), in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;</u></p> <p>(xv) <u>references 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 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 or postponements, or any 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.</u></p> <p>(xvi) <u>nothing in these Articles precludes the holding and conducting of a general meeting in such a way that persons who are not present together at the same place or places may by electronic means attend and participate in it;</u></p> <p>(xvii) <u>references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise);</u></p> <p>(xviii) <u>where a Shareholder is a corporation, any reference in these Articles to a Shareholder shall, where the context requires, refer to a duly authorised corporate representative of such Shareholder; and</u></p> <p>(xix) <u>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.</u></p>
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	<p>(c) At all times during the Relevant Period a resolution shall be a Special Resolution when it has been passed by a majority of not less than $\frac{3}{4}$ of the votes cast by such Shareholders as, being entitled so to do, vote in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or by proxy or, in the cases of Shareholders which are corporations, by their respective duly authorised representatives at a general meeting of which notice specifying (without prejudice to the power contained in the Articles to amend the same) the intention to propose the resolution as a Special Resolution has been duly given under Article 65.</p> <p>(d) A resolution shall be an Ordinary Resolution when it has been passed by a simple majority of <u>the votes cast by</u> such Shareholders as, being entitled so to do, vote in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or, where proxies are allowed, by proxy or, in the case of any Shareholder being a corporation, by its duly authorised representative at a general meeting held in accordance with these Articles and of which notice has been duly given under Article 65.</p> <p>(e) A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purpose of these Articles, be treated as an Ordinary Resolution duly passed at a general meeting of the Company duly convened and held and, where relevant as a Special Resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last person to sign, and where the resolution states a date as being the date of his signature thereof by any Shareholder the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, and signed by one or more relevant Shareholders.</p> <p>(f) A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles.</p>
2	<p>To the extent that the same is permissible under Cayman Islands law and subject to Article 13, a Special Resolution shall be required to alter the Memorandum of Association of the Company, to approve any amendment of the <u>these</u> Articles or to change the name of the Company.</p>

3	<p>Without prejudice to any special rights or restrictions for the time being attaching to any Shares or any class of Shares including preference Shares, any Share may be issued upon such terms and conditions and with such preferred, deferred or other qualified or special rights, or such restrictions, whether in regard to Dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination or so far as the same may not make specific provision, as the Board may determine) and any Share may be issued on the terms that it is liable to be redeemed upon the happening of a specified event or upon a given date and either at the option of the Company, or at the option of the holder. No Shares shall be issued to bearer. <u>For the avoidance of doubt, the Shares do not constitute a separate class solely by virtue of being in certificated form or uncertificated form.</u></p>
5(a)	<p>If at any time the share capital of the Company is divided into different classes of Shares, all or any of the special rights attached to any class (unless otherwise provided for by the terms of issue of the Shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated either with the consent in writing of the holders of at least $\frac{3}{4}$ of the voting rights of the issued Shares of that class or with the approval of a resolution passed by at least three-fourths of the voting rights of the holders of the shares of that class present and voting in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or by proxy at a separate meeting of such holders. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum (other than at an adjourned meeting) shall be not less than 2 persons holding (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or representing by proxy at least one-third of the issued Shares of that class, that the quorum for any meeting adjourned for want of quorum shall be 2 Shareholders present in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> (or in the case of the Shareholder being a corporation, by its duly authorised representative) or by proxy (whatever the number of Shares held by them) and that any holder of Shares of the class present in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> (or in the case of the Shareholder being a corporation, by its duly authorised representative) or by proxy may demand a poll.</p>

13	<p>The Company may from time to time by Ordinary Resolution:</p> <p>(a) increase its share capital as provided by Article 7;</p> <p>(b) consolidate or divide all or any of its share capital into Shares of larger or smaller amount than its existing Shares; and on any consolidation of fully paid Shares into Shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of Shares to be consolidated determine which particular Shares are to be consolidated into a consolidated Share, and if it shall happen that any person shall become entitled to fractions of a consolidated Share or Shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the Shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated Share or Shares rateably in accordance with their rights and interest or may be paid to the Company for the Company's benefit;</p>
	<p>(c) divide its unissued Shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;</p> <p>(d) sub-divide its Shares or any of them into Shares of smaller amount than is fixed by the Memorandum of Association <u>memorandum of association of the Company</u>, subject nevertheless to the provisions of the Companies Act, and so that the resolution whereby any Share is sub-divided may determine that, as between the holders of the Shares resulting from such sub-division, one or more of the Shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new Shares;</p> <p>(e) cancel any Shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the Shares so cancelled;</p> <p>(f) make provision for the issue and allotment of Shares which do not carry any voting rights; <u>and</u></p> <p>(g) change the currency of denomination of its share capital; and.</p> <p>(h) reduce its share premium account in any manner authorised, and subject to any conditions prescribed by law.</p>

15(b)	(f) — Subject to the provisions of the Companies Act and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any Shares or attaching to any class of Shares, Shares may be issued on the terms that they may, at the option of the Company or the holders thereof, be liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.
15(c)	<p><u>Shares repurchased or acquired by the Company may be cancelled, or (subject to the Listing Rules) classified and held as treasury shares. In the event the Board does not specify that the relevant shares are to be held as treasury shares, such shares shall be cancelled.</u></p> <p>(f) — The purchase or redemption of any Share shall not be deemed to give rise to the purchase or redemption of any other Share.</p> <p>(ii) — The holder of the Shares being purchased or redeemed shall be bound to deliver up to the Company at the Head Office or such other place as the Board shall specify the certificate(s) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies in respect thereof.</p>
15(d)	<u>The Company shall be entered in the Register as holding such Shares as treasury shares. For the avoidance of doubt the Company shall not be treated as a Shareholder for any purpose and shall not exercise any rights in respect of those treasury shares, including any right to attend and vote at meeting of Shareholders, save as expressly provided for in the Companies Act.</u>
15(e)	<u>A treasury share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted as issued shares at any given time, whether for the purposes of these Articles or the Companies Act, save that an allotment of shares as fully paid bonus shares in respect of a treasury share is permitted and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares.</u>
15(f)	<u>No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) may be declared or paid in respect of a treasury share.</u>
15(g)	<p><u>Subject to the Listing Rules, the Board may by a resolution of the Directors at any time:</u></p> <p>(i) <u>cancel any one or more treasury shares; or</u></p> <p>(ii) <u>transfer any one or more treasury shares to any person, whether or not for valuable consideration.</u></p>

17(d)	The Register may be closed at such time or for such period in accordance with the terms equivalent to section 632 of the Companies Ordinance and in any event not exceeding in the whole 30 days in each year as the Board may determine. <u>For so long as the Shares are participating securities, this Article shall be subject to the Securities and Futures (Uncertificated Securities Market) Rules.</u>
17A	<p><u>For so long as the Shares are prescribed securities,</u></p> <p>(A) <u>The Company will keep a register of its members in accordance with the Securities and Futures (Uncertificated Securities Market) Rules, and include in it such matters as are required by those rules to be included in it.</u></p> <p>(B) <u>Where any Share is issued in uncertificated form, or is dematerialised–</u></p> <p style="padding-left: 40px;">(i) <u>the Share will be recorded in the register as being in uncertificated form; and</u></p> <p style="padding-left: 40px;">(ii) <u>such record will not be amended or removed except in accordance with Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(C) <u>Entries in the register will have such evidential value and other effect as provided in the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(D) <u>Changes to any entry in the register relating to the holder of a share will be notified to the holder in accordance with the Securities and Futures (Uncertificated Securities Market) Rules and the ASR Code.</u></p> <p>(E) <u>A person may, in accordance with the Securities and Futures (Uncertificated Securities Market) Rules, inspect, make copies of, and request to be provided with copies of, entries in the register.</u></p>

18(a)	<p>Every person <u>whose name is entered as a Shareholder in the Register shall be entitled to hold their shares in uncertificated form through any Electronic System, as applicable, in compliance with the Listing Rules and other relevant regulations.</u> Where share certificates are issued, every person whose name is entered as a Shareholder in the Register shall be entitled to receive within the relevant time limit as prescribed in the Companies Act, <u>the ASR Code</u> or as the HK Stock Exchange may from time to time determine, whichever is shorter, after allotment or lodgement<u>lodgment</u> of a transfer (or within such other period as the conditions of issue shall provide or is required by the applicable rules of the stock exchange of the Relevant Territory) one certificate for all his Shares, or, if he shall so request, in a case where the allotment or transfer is of a number of Shares in excess of the number for the time being forming a stock exchange board lot for the purposes of the stock exchange of the Relevant Territory on which the Shares are listed upon payment of such sum (in the case of a transfer, not exceeding in the case of any share capital listed on a stock exchange in Hong Kong, HK\$2.50 or such other sum as may from time to time be allowed or not prohibited under the Listing Rules; and in the case of any other Shares, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant Register is situated, or otherwise such other sum as the Company may by Ordinary Resolution determine) for every certificate after the first as the Board may from time to time determine, such number of certificates for Shares in stock exchange board lots or whole multiples thereof as he shall request and one for the balance (if any) of the Shares in question, provided that in respect of a Share or Shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of the joint holders shall be sufficient delivery to all such holders. <u>The Company shall comply with all applicable laws and regulations to facilitate the holding, transfer and registration of its prescribed securities, including electronic processes for corporate actions, as required by the uncertificated securities market regime or the ASR Code.</u></p>
18(c)	<p><u>This Article applies subject to Articles 18A and 22D.</u></p>

18A	<p>(a) <u>This Article applies:</u></p> <p>(i) <u>to the Shares for so long as they are participating securities and not in the process of delisting; and</u></p> <p>(ii) <u>save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(b) <u>With effect from (and including) the day on which the Shares become participating securities (the “participation date”) no certificate will be issued in respect of any such shares.</u></p> <p>(c) <u>For the avoidance of doubt, paragraph (b) applies (without limitation) in the following circumstances—</u></p> <p>(i) <u>following any issue, allotment, transfer, transmission, consolidation or subdivision of Shares, if the issue, allotment, transfer, transmission, consolidation or subdivision is registered in the Register on or after the participation date; or</u></p> <p>(ii) <u>where, for whatever reason, the holder of a Share requests to replace an existing certificate for the share, and the replacement certificate is not issued before the participation date.</u></p> <p>(d) <u>Nothing in this Article affects the validity of any certificate issued by the Company in respect of a Share prior to the participation date, and not cancelled.</u></p>
19	<p><u>Where any Every certificate for Shares, warrants, or debentures or representing any other form of securities of the Company are issued in certificated form, such certificate shall be issued under the Seal of the Company or a facsimile thereof or with the Seal printed thereon, which for this purpose may be a duplicate Seal.</u></p>
20	<p><u>Every Where any shares are issued in certificated form, such share certificate hereafter issued shall specify the number and class of Shares in respect of which it is issued and the amount paid thereon and may otherwise be in such form as the Board may from time to time prescribe. A share certificate shall relate to only one class of Shares, and where the capital of the Company includes Shares with different voting rights, the designation of each class of Shares, other than those which carry the general right to vote <u>and speak</u> at general meetings, must include the words “restricted voting” or “limited voting” or “non-voting” or some other appropriate designation which is commensurate with the rights attaching to the relevant class of Shares.</u></p>

22	<p>If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, (not exceeding <u>the relevant maximum amount as the HK Stock Exchange may from time to time determine or as may be prescribed by the ASR Code</u>), and in the case of any share capital listed on a stock exchange in Hong Kong, HK\$2.50 or such other sum as may from time to time be allowed or not prohibited under the Listing Rules, and, in the case of any other capital, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant Register is situated, or such other sum as the Company may by Ordinary Resolution determine) as the Board shall from time to time determine and on such terms and conditions, if any, as to publication of notices, evidence and indemnity as the Board thinks fit and in the case of wearing out or defacement, after delivery up of the old certificate. In the case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company all costs and out-of-pocket expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity. <u>This Article applies subject to Article 22A.</u></p>
22A	<p>(a) <u>This Article applies:</u></p> <p style="padding-left: 40px;">(i) <u>to Shares for so long as they are participating securities and not in the process of delisting; and</u></p> <p style="padding-left: 40px;">(ii) <u>save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(b) <u>If a certificate issued in respect of a Shareholder'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—</u></p> <p style="padding-left: 40px;">(i) <u>The Shareholder is not entitled to be issued with a replacement certificate in respect of the same shares; and</u></p> <p style="padding-left: 40px;">(ii) <u>subject to paragraph (c), the shares may instead be dematerialised in accordance with the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(c) <u>Shares of a Shareholder that are covered by a certificate that is defaced, damaged, lost or destroyed may not be dematerialised unless the Shareholder has complied with the conditions as to evidence, indemnity and the payment of a reasonable fee that the Board decides.</u></p>

22B	<p>(a) <u>Any Share on or after the day on which the Shares become participating securities will be issued in uncertificated form and no certificate will be issued in respect of it.</u></p> <p>(b) <u>Article 22B(a) applies:</u></p> <p>(i) <u>to the Shares for so long as they are participating securities and not in the process of delisting; and</u></p> <p>(ii) <u>save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p>
22C	<p>(a) <u>With effect from (and including) the day on which the Shares become participating securities, Shares which are in certificated form may be dematerialised in accordance with the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(b) <u>A reasonable dematerialisation 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 dematerialisation of the share. Such fee may be charged irrespective of whether the dematerialisation is initiated by the Company or requested by the holder or transferee.</u></p> <p>(c) <u>Articles 22C(a) and 22C(b) apply:</u></p> <p>(i) <u>to shares in the Company for so long as they are participating securities and not in the process of delisting; and</u></p> <p>(ii) <u>save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p>
22D	<p>(a) <u>This Article 22D applies to the Shares if they are participating securities.</u></p> <p>(b) <u>Shares in the Company which are in uncertificated form may be rematerialised in accordance with the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(c) <u>As soon as reasonably practicable after any rematerialisation, the Company must issue, free of charge, to each member whose Shares are rematerialised, such number of certificates in respect of those shares as is required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(d) <u>If more than one person holds a share, only one certificate may be issued in respect of it.</u></p>

23	<p>The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that Share; and the Company shall also have a first and paramount lien and charge on all Shares (other than fully paid-up Shares) standing registered in the name of a Shareholder, whether singly or jointly with any other person or persons, for all the debts and liabilities of such Shareholder or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Shareholder, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Shareholder or his estate and any other person, whether a Shareholder of the Company or not. The Company's lien (if any) on a Share shall extend to all Dividends and bonuses declared in respect thereof. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any Share to be exempt wholly or partially from the provisions of this Article.</p>
24	<p>The Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of intention to sell in default, shall have been given, in the manner in which notices may be sent to Shareholders of the Company as provided in these Articles, to the registered holder for the time being of the Shares, or the person entitled by reason of such holder's death, bankruptcy or winding-up to the Shares.</p>
25	<p>The net proceeds of such sale after the payment of the costs of such sale shall be applied in or towards (i) 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 (ii) any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the Shares prior to the sale) be paid to the person entitled to the Shares at the time of the sale. For the purpose of giving effect to any such sale, the Board may authorise some person to transfer the Shares sold to the purchaser thereof and may enter the purchaser's name in the Register as holder of the Shares, and the purchaser shall not be bound to see the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale.</p>

25A	<p><u>Article 25(ii) applies:</u></p> <p>(a) <u>only after any certificate issued in respect of the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates; and</u></p> <p>(b) <u>subject to a lien equivalent to the Company's lien on the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.</u></p>
29	<p>In addition to the giving of notice in accordance with Article 28, notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the relevant Shareholders by notice to be inserted at least once in the Newspapers <u>or by any electronic means.</u></p>
38	<p>The Board may, if it thinks fit, receive from any Shareholder willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any Shares held by him, and in respect of all or any of the moneys so advanced may pay interest at such rate (if any) not exceeding 20% per annum, as the Board may decide but a payment in advance of a call shall not entitle the Shareholder to receive any Dividend <u>subsequently declared</u> or to exercise any other rights or privileges as a Shareholder in respect of the Share or the due portion of the Shares upon which payment has been advanced by such Shareholder before it is called up. The Board may at any time repay the amount so advanced upon giving to such Shareholder not less than one Month's notice in writing of its intention on that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the Shares in respect of which it was advanced.</p>
39	<p>Subject to the Companies Act, all transfers of Shares shall be effected by transfer <u>in any manner permitted by and in accordance with the Listing Rules or in writing in the usual or common form or in such other form as the Board may accept provided always that it shall be in such a form prescribed by the HK Stock Exchange and may be under hand only or, if the transferor or transferee is a Clearing House (or its nominee(s)), under hand or by machine imprinted signature or by such other means of execution as the Board may approve from time to time. <u>This Article 39 is subject to Article 39A below.</u></u></p>

39A	<p><u>(a) This Article applies:</u></p> <p><u>(i) to Shares for so long as they are prescribed securities and not in the process of delisting; and</u></p> <p><u>(ii) save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p><u>(b) With effect from (and including) the day on which Shares become participating securities, they may be transferred as follows–</u></p> <p><u>(i) if the Shares are held by the transferor in certificated form – by means of an instrument of transfer that complies with the provisions of these Articles relating to the transfer of shares in certificated form and the Securities and Futures (Uncertificated Securities Market) Rules; and</u></p> <p><u>(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 Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p><u>(c) Notwithstanding paragraph (b)(ii), Shares held by the transferor in uncertificated form may be transferred by means of an instrument of transfer if the Board is satisfied that it is not reasonably practicable to transfer them by means of a specified request.</u></p> <p><u>(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.</u></p>
40	<p>TheFor certificated Shares, the instrument of transfer of any <u>certificated</u> Share shall be executed by or on behalf of the transferor and by or on behalf of the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferor or the transferee or accept mechanically executed transfers in any case in which it in its absolute discretion thinks fit to do so. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any Share by the allottee in favour of some other person.</p>
41(c)	<p>Notwithstanding anything contained in these Articles, the Company shall as soon as practicable and on a regular basis record in the principal Register all removals of Shares effected on any branch Register and shall at all times maintain the principal Register and all branch Registers in all respects in accordance with the Companies Act <u>or in electronic form.</u></p>

42	Fully paid Shares shall be free from any restriction with respect to the right of the holder thereof to transfer such Shares (except when permitted by the HK Stock Exchange) and shall also be free from all liens. <u>Subject to Article 45A, the</u> The Board however, may, in its absolute discretion, refuse to register a transfer of any Share which is not fully paid to a person of whom it does not approve or any Share issued under any share option scheme upon which a restriction on transfer imposed thereby still subsists, and it may also refuse to register a transfer of any Share (whether fully paid up or not) to more than 4 joint holders or a transfer of any Shares (not being a fully paid up Share) on which the Company has a lien.
43	<u>Subject to Article 45A, the</u> The Board may also decline to recognise any instrument of transfer unless: (a) a fee of such maximum as the HK Stock Exchange may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) has been paid to the Company; (b) the instrument of transfer is lodged at the relevant Registration Office or, as the case may be, the Transfer Office accompanied by the certificate of the Shares <u>(if one has been issued)</u> to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); (c) the instrument of transfer is in respect of only one class of Share; (d) the Shares concerned are free of any lien in favour of the Company; and (e) if applicable, the instrument of transfer is properly stamped.
44	<u>Subject to Article 45A, the</u> The Board may refuse to Register a transfer of any Share to an infant or to a person of unsound mind or under other legal disability.

45A	<p>(a) <u>Without prejudice to the provisions of these Articles relating to the power of the Board to refuse to register a transfer of shares, the Board may refuse to register the transfer of a Share:</u></p> <p>(i) <u>if the Share is in certificated form, and a specified request is sent;</u></p> <p>(ii) <u>if the Share is in uncertificated form, and</u></p> <p style="padding-left: 40px;">(x) <u>the specified request is not sent in accordance with the operating rules of the Company's ASR; or</u></p> <p style="padding-left: 40px;">(y) <u>subject to Article 39A(c), an instrument of transfer is lodged;</u></p> <p>(iii) <u>if the Board is entitled to do so by virtue of Article 51A; or</u></p> <p>(iv) <u>on any other ground provided under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p>(b) <u>Where Article 39A applies, and the Board refuses 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.</u></p>
46	<p>Upon every transfer of Shares, the certificate in respect thereof <u>(if one has been issued)</u> held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall, <u>upon request by the transferee and subject to the Board resolving to issue share certificate(s),</u> be issued to the transferee in respect of the Shares transferred to him as provided in Article 18, and if any of the Shares included in the certificate so given up shall be retained by the transferor a new certificate in respect thereof shall, <u>upon request by the transferor and subject to the Board resolving to issue share certificate(s),</u> be issued to him as provided in Article 18. The Company shall retain the instrument of transfer. <u>Where shares are transferred in uncertificated form, no certificate shall be required to be surrendered or issued, and the transfer of shares shall be registered in accordance with the applicable rules under the Securities and Futures Ordinance and the Securities and Futures (Uncertificated Securities Market) Rules.</u></p>
47	<p>The registration of transfers <u>of Shares or of any class of Shares may, after notice has been given by announcement or by electronic communication or by advertisement in any newspapers or by any other means in accordance with the requirements of the HK Stock Exchange to that effect,</u> may be suspended when the Register is closed in accordance with Article 17(d).</p>

50	<p>If the person becoming entitled to a Share pursuant to Article 49 shall elect to be registered himself as the holder of such Share, he shall deliver or send to the Company a notice in writing signed by him, at (unless the Board otherwise agrees) the Registration Office, stating that he so elects. If he shall elect to have his nominee registered, he shall <u>(i) testify his election by executing a transfer of such Share to his nominee or (ii) if Article 39A applies and so permits, send a specified request in respect of it.</u> All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or winding-up of the Shareholder had not occurred and the notice or transfer were a transfer executed by such Shareholder.</p>
51A	<p><u>(a) This Article applies:</u></p> <p><u>(i) to the Shares for so long as they are participating securities and not in the process of delisting; and</u></p> <p><u>(ii) save as otherwise permitted or required under the Securities and Futures (Uncertificated Securities Market) Rules.</u></p> <p><u>(b) The Board may refuse to register the transfer or transmission of a Share if—</u></p> <p><u>(i) the share is in certificated form and a dematerialisation request in respect of that share and any other share covered by the same certificate as that share is not received or is refused under the Securities and Futures (Uncertificated Securities Market) Rules;</u></p> <p><u>(ii) the Share is in uncertificated form as a result of the Company having initiated its dematerialisation, and the dematerialisation fee payable in respect of the dematerialisation remains unpaid; or</u></p> <p><u>(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.</u></p>

56	<p>A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall, nevertheless, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the forfeited Shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until the date of actual payment (including the payment of such interest) at such rate not exceeding 20% per annum as the Board may prescribe, and the Board may enforce the payment thereof if it thinks fit, and without any deduction or allowance for the value of the Shares at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the Shares. For the purposes of this Article any sum which by the terms of issue of a Share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the Share or by way of premium, shall notwithstanding that such time has not yet arrived be deemed to be payable on the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment. <u>If the relevant Shares are held in uncertificated form, the Company shall take such steps as may be required under the Securities and Futures Ordinance and the Securities and Futures (Uncertificated Securities Market) Rules to give effect to the forfeiture.</u></p>
57	<p>A certificate in writing that the declarant is a Director or the Secretary, and that a Share has been duly forfeited or surrendered on a date stated in the certificate, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company may receive the consideration, if any, given for the Share on any re-allotment, sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is re-allotted, sold or disposed of <u>or send the specified request</u>, and such person shall thereupon be registered as the holder of the Share, and shall not be bound to see to the application of the subscription or purchase money, (if any), nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment, sale or disposal of such Share.</p>
61(b)	<p>In the event of a forfeiture of Shares the Shareholder shall be bound to deliver and shall forthwith deliver to the Company the any certificate or certificates held by him for the Shares so forfeited and in any event the any certificates representing Shares so forfeited shall be void and of no further effect.</p>

62	<p>At all times during the Relevant Period, 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 notice calling it, and such annual general meeting shall be held within 6 months after the end of the Company's financial year (unless a longer period would not infringe the Listing Rules, if any). The annual general meeting shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place as the Board shall appoint. A meeting of the Shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence at such meetings.</p>
63A	<p><u>All general meetings (including an annual general meeting, any extraordinary general meeting, any adjourned meeting or any 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 71A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion, and participation in such a meeting in any location(s) shall constitute presence at such meetings.</u></p>
65	<p>An annual general meeting and an extraordinary general meeting called for the passing of a Special Resolution shall be called by at least 21 days' notice in writing, and a meeting of the Company other than an annual general meeting or an extraordinary general meeting for the passing of a Special Resolution shall be called by at least 14 days' notice in writing. An annual general meeting shall be called by not less than 21 clear days' notice in writing and any extraordinary general meeting shall be called by not less than 14 clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day, the hour and the agenda of the meeting and particulars of the resolutions to be considered at that meeting and in case of special business (as defined in Article 67), the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:</p> <p>(a) in the case of a meeting called as the annual general meeting, by all the Shareholders entitled to attend and vote thereat; and</p> <p>(b) in the case of any other meeting, by a majority in number of the Shareholders having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the Shares giving that right.</p>

65A	<p><u>The notice 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 71A, the principal place of the meeting (the “Principal Meeting Place”) and (where applicable) the other place(s) of the meeting; (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 when and how such details will be made available by the Company prior to the meeting; and (d) particulars of resolutions to be considered at the meeting. The notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Shareholders other than to such Shareholders as, under the provisions of these Articles or the terms of issue of the Shares they hold, are not entitled to receive such notices from the Company, to all persons entitled to a Share in consequence of the death or bankruptcy or winding-up of a Shareholder and to each of the Directors and the Auditors.</u></p>
67(a)	<p>All business shall be deemed special that is transacted at an extraordinary general meeting and also all business shall be deemed special that is transacted at an annual general meeting with the exception of the following, which shall be deemed ordinary business:–</p> <ul style="list-style-type: none"> (i) the declaration and sanctioning of Dividends; (ii) the consideration and adoption of the accounts and balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheets; (iii) the election of Directors in place of those retiring; (iv) the appointment <u>and removal</u> of Auditors; (v) the fixing of, or the determining of the method of fixing of the remuneration of the Directors and of the Auditors; (vi) the granting of any mandate or authority to the Board to offer, allot, grant options over, or otherwise dispose of the unissued Shares representing not more than 20% (or such other percentage as may from time to time be specified in the Listing Rules) in nominal value of its then existing issued share capital and the number of any securities repurchased pursuant to paragraph (vii) of this Article; and (vii) the granting of any mandate or authority to the Board to repurchase securities of the Company.

68	For all purposes the quorum for a general meeting shall be 2 Shareholders present <u>(including presence by electronic means)</u> in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and entitled to vote. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting.
69	If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week <u>at the same time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Article 63A as the chairman of the meeting (or in default, the Board) may absolutely determine.</u> If and at such time and place as shall be decided by the Board, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the Shareholder or the Shareholders present in person (or, in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
70	The Chairman <u>chairman</u> (if any) of the Board or if he is absent or declines to take the chair at such meeting, the Vice Chairman <u>vice chairman of the Company</u> (if any) shall take the chair at every general meeting, or, if there be no such Chairman <u>chairman</u> or Vice Chairman <u>vice chairman</u> , or, if at any general meeting neither of such Chairman <u>chairman</u> or Vice Chairman <u>vice chairman</u> is present within 15 minutes after the time appointed for holding such meeting, or both such persons decline to take the chair at such meeting, the Directors present shall choose one of their number as Chairman <u>chairman</u> of the meeting, and if no Director be present or if all the Directors present decline to take the chair or if the Chairman <u>chairman</u> chosen shall retire from the chair, then the Shareholders present shall choose one of their number to be Chairman <u>chairman</u> of the meeting.
70A	<u>The chairman of a general meeting (be it a physical meeting, a hybrid meeting or an electronic meeting) may attend, preside as chairman at, and conduct proceedings of, such meeting by means of electronic facilities. If the chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 70 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.</u>

71	<p><u>Subject to Article 71C, the chairman</u> The Chairman of the meeting may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time <u>(or indefinitely) and/or (if applicable) from place(s) to place(s) and/or from one form to another (as a physical meeting, a hybrid meeting or an electronic meeting) and from place to place</u> as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least 7 clear days' notice, <u>specifying the details of the meeting as set out in Article 65A</u> specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no notice of an adjournment or of the business to be transacted at any adjourned meeting needs to be given nor shall any Shareholder be entitled to any such notice. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.</p>
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71A	<p>(1) <u>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 Shareholder or any proxy attending and participating in such way or any Shareholder or any 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.</u></p> <p>(2) <u>All general meetings are subject to the following and, where appropriate, all references to a “Shareholder” or “Shareholders” in this sub-paragraph (2) shall include a proxy or proxies respectively:</u></p> <p>(a) <u>where a Shareholder 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;</u></p> <p>(b) <u>Shareholders present in person or by proxy at a Meeting Location and/or Shareholders 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 Shareholders at all Meeting Locations and Shareholders 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;</u></p> <p>(c) <u>where Shareholders attend a meeting by being present at one of the Meeting Locations and/or where Shareholders participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Shareholders or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and</u></p>
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	<p><u>(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.</u></p>
71B	<p><u>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 Shareholder 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 Shareholder 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.</u></p>
71C	<p><u>If it appears to the chairman of the general meeting that:</u></p> <p><u>(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 71A(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 in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or</u></p> <p><u>(b) 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</u></p>

	<p><u>(c) 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.</u></p> <p><u>then, without prejudice to any other power which the chairman of the meeting may have under these Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.</u></p>
71D	<p><u>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). Shareholders shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.</u></p>
71E	<p><u>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 Shareholders. 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, extreme conditions or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:</u></p>

	<p>(a) <u>when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website and/or the website of the HK Stock Exchange as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of a meeting);</u></p> <p>(b) <u>when only the form of the meeting or electronic facilities specified in the notice are changed, the Board shall notify the Shareholders of details of such change in such manner as the Board may determine;</u></p> <p>(c) <u>when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 71, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Shareholders of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy form) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and</u></p> <p>(d) <u>notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original notice of general meeting circulated to the Shareholders. Where any new business is to be considered at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with Articles 65 and 65A.</u></p>
71F	<p><u>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 71C, 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.</u></p>
71G	<p><u>Without prejudice to other provisions in Article 71, 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.</u></p>

72	<p>At any general meeting a resolution put to the vote of the meeting shall be decided <u>by poll save that in the case of a physical meeting, the chairman of the meeting may, pursuant to the Listing Rules, allow a resolution to be voted on by a show of hands. In the case of a physical meeting where a show of hands is allowed, before or on the declaration of the result of the show of hands, a</u> on a show of hands unless a poll is (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) demanded or otherwise required under the Listing Rules. A poll may be demanded by:</p> <p>(a) the Chairman of the meeting; or</p> <p>(a-b) at least 2 Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy for the time being entitled to <u>attend, speak and</u> vote at the meeting; or</p> <p>(b-c) any Shareholder or Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and representing not less than one-tenth of the total voting rights of all the Shareholders having the right to <u>attend, speak and</u> vote at the meeting; or</p> <p>(c-d) any Shareholder or Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy and holding Shares conferring a right to <u>attend, speak and</u> vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right. <u>A demand by a person as proxy for a Shareholder shall be deemed to be the same as a demand by the Shareholder.</u></p>
73	<p><u>Where a resolution is voted on by a show of hands, a</u> Unless a poll be so required or demanded as aforesaid and, in the latter case, not withdrawn, a declaration by the Chairman <u>chairman</u> of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect made in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.</p>

74	<p><u>A poll shall be taken in such manner (including the use of ballot or voting papers or tickets or by electronic means) and at such time and place as the chairman of the meeting directs. No notice needs to be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded. In the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Article 72, the demand for a poll may be withdrawn, with the consent of the chairman of the meeting, at any time before the close of the meeting at which the poll was demanded or the taking of the poll, whichever is the earlier.</u></p> <p>If a poll is required or demanded as aforesaid, it shall (subject as provided in Article 75) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was required or demanded as the Chairman of the meeting directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded. The demand for a poll may be withdrawn, with the consent of the Chairman, at any time before the close of the meeting at which the poll was demanded or the taking of the poll, whichever is the earlier.</p>
75	<p>Any poll required or duly demanded on the election of a Chairman<u>chairman</u> of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.</p>
76	<p>In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman<u>chairman</u> of the meeting at which the show of hands takes place (where no poll is demanded) or at which the poll is required or demanded, shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman<u>chairman of the meeting</u> shall determine the same, and such determination shall be final and conclusive.</p>
78	<p>If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman<u>chairman of the meeting</u>, the proceedings shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.</p>

79	<p><u>Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of Shares, at any general meeting on a poll every Shareholder present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every Share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid or credited as paid on a Share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the Share), and on a show of hands every Shareholder who is present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy shall (save as provided otherwise in this Article) have one (1) vote. On a poll a Shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Shareholder which is a Clearing House (or its nominee(s)), each such proxy shall have one vote on a show of hands and on a poll, each such proxy is under no obligation to cast all his votes in the same way. Votes may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine at its/his/her absolute discretion to the extent permitted by and in accordance with all applicable laws, rules and regulations, including the Listing Rules.</u></p> <p>Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of Shares, at any general meeting on a show of hands every Shareholder who is present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy shall (save as provided otherwise in this Article) have one (1) vote, and on a poll every Shareholder present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every Share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid or credited as paid on a Share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the Share). On a poll a Shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Shareholder which is a Clearing House (or its nominee(s)), each such proxy shall have one vote on a show of hands.</p>
80	<p>Any person entitled under Article 51 to be registered as the holder of any Shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such Shares, provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting <u>or postponed meeting</u> (as the case may be) at which he proposes to vote, he shall satisfy the Board of his right to be registered as the holder of such Shares or the Board shall have previously admitted his right to vote at such meeting in respect thereof.</p>

84	No objection shall be raised to the qualification of any person exercising or purporting to exercise a vote or the admissibility of any vote except at the meeting or adjourned meeting <u>or postponed meeting</u> at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman <u>chairman of the meeting</u> , whose decision shall be final and conclusive.
85	Any Shareholder (including a clearing house) entitled to attend, <u>speak</u> and vote at a meeting of the Company shall be entitled to appoint another person as his proxy or representative (if such Member is a corporation) to attend, <u>speak</u> and vote instead of such Shareholder. A Member which is a corporation may execute a form of proxy under the hand of a duly authorised representative. A Shareholder who is the holder of 2 or more Shares may appoint more than one proxy or representative to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Shareholder of the Company. On a poll or a show of hands votes may be given either personally (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy. A proxy shall be entitled to exercise the same powers on behalf of a Shareholder who is an individual and for whom he acts as proxy as such Shareholder could exercise. In addition, a proxy or representative shall be entitled to exercise the same powers on behalf of a Shareholder which is a corporation and for which he acts as proxy as such Shareholder could exercise as if it were an individual Shareholder present in person at any general meeting.
86	No appointment of a proxy shall be valid unless it names the person appointed and his appointor. The Board may, unless it is satisfied that the person purporting to act as proxy is the person named in the relevant instrument for his appointment and the validity and authenticity of the signature of his appointor, decline such person's admission to the relevant meeting, reject his vote or, <u>in the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Article 72, his demand for a poll and no Shareholder who may be affected by any</u> exercise by the Board of its power in this connection shall have any claim against the Directors or any of them nor may any such exercise by the Board of its powers invalidate the proceedings of the meeting in respect of which they were exercised or any resolution passed or defeated at such meeting.

87	<p>The instrument appointing a proxy shall be <u>in such form, including electronic or otherwise, as the Board may determine and in the absence of such determination, shall be in writing, which may include electronic writing, and signed by the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, executed either by an officer or attorney duly authorised in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised.</u></p>
88	<p>(1) <u>The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.</u></p>

	<p>(2) The instrument appointing a proxy and, if requested by the Board, the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office), <u>or if the Company has provided an electronic address or electronic means of submission in accordance with the preceding paragraph, shall be received at the electronic address specified or via electronic means of submission</u>, not less than 48 hours before the time for holding the meeting or adjourned meeting or postponed meeting poll (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 Months from the date of its execution, except at an adjourned meeting <u>or postponed meeting</u> or on a poll demanded at a meeting or an adjourned meeting in a case where the meeting was originally held within 12 Months from such date. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person (or in the case of a Shareholder being a corporation, its duly authorised representative) at the meeting or upon the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.</p>
89	<p>Every instrument of proxy, whether for a specified meeting or otherwise, shall be in such form, <u>including electronic or otherwise</u> as the Board may from time to time approve <u>and may be contained in an electronic communication</u>, provided that it shall not preclude the use of the two-way form. Any form issued to a Shareholder for use by him for appointing a proxy to attend and vote at an extraordinary general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the Shareholder, according to his intentions, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of) each resolution dealing with any such business.</p>
90	<p>The instrument appointing a proxy to <u>attend, speak and</u> vote at a general meeting shall: (i) be deemed to confer authority upon the proxy to demand or join in demanding a poll and to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit; and (ii) unless the contrary is stated therein, be valid as well for any adjournment <u>or postponement</u> of the meeting as for the meeting to which it relates.</p>

91	A vote given in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy was executed or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its Registration Office, or at such other place <u>(including, where applicable, any such electronic address)</u> or <u>in such other manner (including by electronic means)</u> as is referred to in Article 88, at least 2 hours before the commencement of the meeting or adjourned meeting <u>or postponed meeting</u> at which the proxy is used.
92(a)	Any corporation which is a Shareholder may, by resolution of its directors or other governing body or by power of attorney, authorise such person as it thinks fit to act as its representative to attend and vote at any meeting of the Company or of any class of Shareholders of the Company, and the person so authorised shall be entitled to exercise the same rights and powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder, <u>including the right to vote and the right to speak of the Company</u> . References in these Articles to a Shareholder present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a Shareholder represented at the meeting by such duly authorised representative.
93	<p>Unless the Board agrees otherwise, an appointment of a corporate representative shall not be valid as against the Company unless:</p> <p>(a) in the case of such an appointment by a Shareholder which is a Clearing House (or its nominee(s)), a written notification of the appointment issued by any director, the secretary or any authorised officer(s) of such Shareholder shall have been delivered at such place or one of such places (if any) as is specified in the notice of meeting or in the form of notice issued by the Company, or handed to the Chairman <u>chairman</u> of the meeting at the meeting or, if no place is specified, at the principal place of business maintained by the Company in the Relevant Territory from time to time before the time of holding the meeting or adjourned meeting <u>or postponed meeting</u> at which the person so authorised proposes to vote or handed to the Chairman <u>chairman</u> of the meeting at the meeting; and</p>

	<p>(b) in the case of such an appointment by any other corporate Shareholder, a copy of the resolution of its directors or other governing body of the Shareholder authorising the appointment of the corporate representative or a form of notice of appointment of corporate representative issued by the Company for such purpose or a copy of the relevant power of attorney, together with an up-to-date copy of the Shareholder's constitutive documents and a list of directors or members of the governing body of the Shareholder as at the date of such resolution, or, as the case may be, power of attorney, in each case certified by a director, secretary or a member of the governing body of that Shareholder and notarised, or, in the case of a form of notice of appointment issued by the Company as aforesaid, completed and signed in accordance with the instructions thereon or in the case of a power of attorney a notarised copy of the relevant authority under which it was signed, shall have been deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the form of notice issued by the Company as aforesaid (or, if no place is specified, at the Registration Office) not less than 48 hours before the time for holding the meeting or adjourned meeting <u>or postponed meeting</u> or poll (as the case may be) at which the corporate representative proposes to vote.</p>
103	<p>Notwithstanding Articles 100, 101 and 102, the remuneration of a <u>managing director, joint managing director, deputy managing director or an executive director</u> or Managing Director, Joint Managing Director, Deputy Managing Director or an Executive Director or a Director appointed to any other office in the management of the Company may from time to time be fixed by the Board and may be by way of salary, commission, or participation in profits or otherwise or by all or any of those modes and with such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time decide. Such remuneration shall be in addition to his ordinary remuneration as a Director.</p>
104(b)	<p>Except as would, if the Company were a company incorporated in Hong Kong, be permitted by the Companies Ordinance as in force at the date of adoption of these Articles, and except as permitted under the Companies Act, the Company shall not directly or indirectly:</p> <p>(i) make a loan to a Director or a director of any Holding Company of the Company or any of their respective <u>Close Associates</u>;</p> <p>(ii) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or a director of any Holding Company of the Company or any of their respective <u>Close Associates</u>; or</p>

	<p>(iii) if any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.</p>
107	<p><u>(a)(i)</u> No Director or intended Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any person, company or partnership of or in which any Director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being any member or so interested be liable to account to the Company for any profit so realized by any such contract or arrangement by reason only of such Director holding that office or the fiduciary relationship thereby established, provided that such Director shall, if his interest in such contract or arrangement is material, declare the nature of his interest at the earliest meeting of the Board at which it is practicable for him to do so, either specifically or by way of a general notice stating that, by reason of the facts specified in the notice, he is to be regarded as interested in any contracts of a specified description which may subsequently be made by the Company.</p> <p><u>(b)(ii)</u> Any Director may continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company in which the Company may be interested and (unless otherwise agreed between the Company and the Director) no such Director shall be liable to account to the Company or the Shareholders for any remuneration or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any such other company. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, managing directors, joint managing directors, deputy managing director, executive directors, managers or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or is about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in the manner aforesaid.</p>

	<p>(bc) A Director may hold any other office or place of profit with the Company (except that of Auditors) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profit or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Articles.</p> <p>(ed) A Director shall not vote (nor shall he be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or proposal in which he or any of his <u>Close</u> Associate(s) has/have a material interest, and if he shall do so his vote shall not be counted (nor shall he be counted in the quorum for that resolution), but this prohibition shall not apply to any of the following matters namely:-</p> <p>(i) the giving of any security or indemnity either:</p> <p>(a) to the Director or his <u>Close</u> Associate(s) in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or</p> <p>(b) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his <u>Close</u> Associate(s) has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;</p> <p>(ii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his <u>Close</u> Associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;</p>
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	<p>(iii) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:</p> <p>(a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his <u>Close</u> Associate(s) may benefit; or</p> <p>(b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to the Directors, his <u>Close</u> Associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his <u>Close</u> Associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and</p> <p>(iv) any contract or arrangement in which the Director or his <u>Close</u> Associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.</p> <p>(de) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of or terminating the appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not prohibited from voting under paragraph (e-d)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.</p>
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	<p>(ef) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the Chairman <u>chairman of the meeting</u>) or his <u>Close Associates</u> or as to the entitlement of any Director (other than such Chairman <u>chairman of the meeting</u>) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman <u>chairman of the meeting</u> and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director or his <u>Close Associates</u> concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the Chairman <u>chairman of the meeting</u> or his <u>Close Associates</u> such question shall be decided by a resolution of the Board (for which purpose such Chairman <u>chairman</u> shall not be counted in the quorum and shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Chairman <u>chairman</u> or his <u>Close Associates</u> as known to him has not been fairly disclosed to the Board.</p>
112	<p>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 on or as an additional Director to the existing Board but so that the number of Directors so appointed shall not exceed the maximum number determined from time to time by the Shareholders in general meeting. Any Director appointed by the Board to fill a casual vacancy shall hold office only until the first <u>annual general meeting</u> of the Company after his appointment and be subject to re-election at such annual general meeting. Any Director appointed by the Board as an addition to the existing Board 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 such annual general meeting. <u>Any Director appointed under this Article shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at an annual general meeting.</u></p>
114	<p>The Shareholders may by Ordinary Resolution remove any Director (<u>including a managing director or other executive director</u>) (including a Managing Director or other Executive Director) before the expiration of his term of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim which such Director may have for damages for any breach of any contract between him and the Company) and may by Ordinary Resolution elect another person in his stead. <u>Any Director so appointed shall be subject to retirement by rotation pursuant to Article 108. Any person so elected shall hold office only until the next general meeting of the Company and shall then be eligible for re-election, but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting.</u></p>

122	The Board may from time to time appoint any one or more of them to the office of <u>managing director, joint managing director, deputy managing director or other executive director</u> Managing Director, Joint Managing Director, Deputy Managing Director or other Executive Director and/or such other office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Article 103.
125	The Board may from time to time entrust to and confer upon <u>a chairman, vice chairman, managing director, joint managing director, deputy managing director or executive director</u> a Chairman, Vice Chairman, Managing Director, Joint Managing Director, Deputy Managing Director or Executive Director all or any of the powers of the Board that it may think fit provided that the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Board may from time to time make and impose, and, subject to the terms thereof, the said powers may at any time be withdrawn, revoked or varied, but no person dealing in good faith and without notice of such withdrawal, revocation or variation shall be affected thereby.
126	The Board may from time to time appoint any person to an office or employment having a designation or title including the word “director” or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word “director” in the designation or title of any office or employment with the Company <u>(other than the office of managing director or joint managing director or deputy managing director or executive director)</u> (other than the office of Managing Director or Joint Managing Director or Deputy Managing Director or Executive Director) shall not imply that the holder thereof is a Director nor shall such holder be empowered in any respect to act as a Director or be deemed to be a Director for any of the purposes of these Articles.
132	The Board may from time to time elect or otherwise appoint one of them to the office of Chairman <u>chairman</u> of the Company and another to be the Vice Chairman <u>vice chairman of the Company</u> (or 2 or more Vice Chairmen <u>vice chairmen of the Company</u>) and determine the period for which each of them is to hold office. The Chairman <u>chairman</u> of the Company or, in his absence, the Vice Chairman <u>vice chairman of the Company</u> shall preside as chairman at meetings of the Board, but if no such Chairman <u>chairman</u> or Vice Chairman <u>vice chairman</u> be elected or appointed, or if at any meeting the Chairman <u>chairman</u> and Vice Chairman <u>vice chairman</u> is not present within 5 minutes after the time appointed for holding the same and willing to act, the Directors present shall choose one of their number to be chairman of such meeting. All the provisions of Articles 103, 108, 123, 124 and 125 shall mutatis mutandis apply to any Directors elected or otherwise appointed to any office in accordance with the provisions of this Article.

133	<p>The Board may meet together for the despatch of business, adjourn <u>or postpone</u> and otherwise regulate its meetings and proceedings as it thinks fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined 2 Directors shall be a quorum. For the purpose of this Article an alternate Director shall be counted in a quorum separately in respect of himself (if a Director) and in respect of each Director for whom he is an alternate and his voting rights shall be cumulative and he need not use all his votes or cast all his votes in the same way. A meeting of the Board or any committee of the Board may be held by means of such telephone, electronic or other communication facilities <u>(or by a combination of these methods)</u> 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.</p>
134	<p>A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board which may be held in any part of the world, but no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Board. Notice thereof shall be given to each Director and alternate Director in person orally or in writing or by telephone or by telex or telegram or facsimile transmission at the telephone or facsimile number or address <u>or by electronic means to the electronic address</u> from time to time notified to the Company by such Director or <u>(if the recipient consents to it being made available on a website) by making it available on a website or</u> in such other manner as the Board may from time to time determine. A Director absent or intending to be absent from the territory in which the Head Office is for the time being situate may request the Board or the Secretary that notices of Board meetings shall during his absence be sent in writing to him at his last known address <u>(including electronic address, where applicable)</u>, facsimile or telex number or any other address <u>(including electronic address, where applicable)</u>, facsimile or telex number given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to the other Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from such territory.</p>
135	<p>Subject to Article 107, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the Chairman <u>chairman</u> of the meeting shall have a second or casting vote.</p>
142(a)	<p>A resolution in writing signed by all the Directors (or their respective alternate Directors) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. <u>A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his or her signature to such resolution in writing for the purpose of this Article.</u> Any such resolutions in writing may consist of several documents in like form each signed by one or more of the Directors or alternate Directors.</p>

142(b)	Where a Director is, on the date on which a resolution in writing is last signed by a Director, absent from the territory in which the Head Office is for the time being situated, or cannot be contacted at his last known address or <u>electronic address</u> or contact telephone or facsimile number, or is temporarily unable to act through ill-health or disability and, in each case, his alternate (if any) is affected by any of these events, the signature of such Director (or his alternate) to the resolution shall not be required, and the resolution in writing, so long as such a resolution shall have been signed by at least 2 Directors or their respective alternates who are entitled to vote thereon or such number of Directors as shall form a quorum, shall be deemed to have been passed at a meeting of the Board duly convened and held, provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors (or their respective alternates) for the time being entitled to receive notices of meetings of the Board at their respective last known address, <u>electronic address</u> , telephone or facsimile number or, if none, at the Head Office and provided further that no Director is aware of or has received from any Director any objection to the resolution.
143(b)	Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the Chairman <u>chairman</u> of the meeting at which the proceedings were held or by the Chairman <u>chairman</u> of the next succeeding meeting.
153(d)	<u>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.</u>
155(a)	The Board may subject to Article 156 from time to time <u>declare and</u> pay to the Shareholders such interim Dividends as appear to the Board to be justified by the financial conditions and the profits of the Company and, in particular but without prejudice to the generality of the foregoing, if at any time the share capital of the Company is divided into different classes, the Board may pay such interim Dividends in respect of those Shares in the capital of the Company which confer to the holders thereof deferred or non-preferential rights as well as in respect of those Shares which confer on the holders thereof preferential rights with regard to Dividend and provided that the Board acts bona fide it shall not incur any responsibility to the holders of Shares conferring any preference for any damage that they may suffer by reason of the payment of an interim Dividend on any Shares having deferred or non-preferential rights.
155(b)	The Board may also <u>declare and</u> pay half-yearly or at other suitable intervals to be settled by it any Dividend which may be payable at a fixed rate if the Board is of the opinion that the financial conditions and the profits of the Company justify the payment.

160(a)	<p>Whenever the Board or the Company in general meeting has resolved that a Dividend be paid or declared on the share capital of the Company, the Board may further resolve, either:</p> <p>(i) that such Dividend be satisfied wholly or in part in the form of an allotment of Shares credited as fully paid on the basis that the Shares so allotted shall be of the same class or classes as the class or classes already held by the allottee, provided that the Shareholders entitled thereto will be entitled to elect to receive such Dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:</p> <p>(A) the basis of any such allotment shall be determined by the Board;</p> <p>(B) the Board, after determining the basis of allotment, shall give not less than 14 clear days' notice in writing to the Shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and <u>(where applicable) the place at which and/or the manner and means (including electronic means if the Board deems fit) by the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;</u></p> <p>(C) the right of election may be exercised in respect of the whole or part of that portion of the Dividend in respect of which the right of election has been accorded; and</p> <p>(D) Dividend (or that part of the Dividend to be satisfied by the allotment of Shares as aforesaid) shall not be payable in cash in respect whereof the cash election has not been duly exercised ("the non-elected Shares") and in lieu and in satisfaction thereof Shares shall be allotted credited as fully paid to the holders of the non-elected Shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, or share premium account (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the non-elected Shares on such basis;</p> <p>or</p>
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	<p>(ii) that Shareholders entitled to such Dividend will be entitled to elect to receive an allotment of Shares credited as fully paid in lieu of the whole or such part of the Dividend as the Board may think fit on the basis that the Shares so allotted shall be of the same class or classes as the class or classes of Shares already held by the allottee. In such case, the following provisions shall apply:</p> <p>(A) the basis of any such allotment shall be determined by the Board;</p> <p>(B) the Board, after determining the basis of allotment, shall give not less than 14 clear days' notice in writing to the Shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and <u>(where applicable) the place at which and/or the manner and means (including electronic means if the Board deems fit) by the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;</u></p> <p>(C) the right of election may be exercised in respect of the whole or part of that portion of the Dividend in respect of which the right of election has been accorded; and</p> <p>(D) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable on Shares in respect whereof the Share election has been duly exercised ("the elected Shares") and in lieu thereof Shares shall be allotted credited as fully paid to the holders of the elected Shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, contributed surplus account, share premium account and capital redemption reserve fund (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the elected Shares on such basis.</p>
173	<p>The books of account shall be kept at the Head Office or at such other place or places as the Board thinks fit <u>(including a virtual place if the Board deems fit) and/or in what manner and by what means (including electronic means) if the Board deems fit)</u> and shall always be open to the inspection of the Directors.</p>

175	<p>(a) The Board shall from time to time cause to be prepared and laid before the Company at its annual general meeting profit and loss accounts and balance sheets of the Company and such other reports and documents as may be required by law and the Listing Rules. The accounts of the Company shall be prepared and audited based on the generally accepted accounting principles of Hong Kong, the International Accounting Standards, or such other standards as may be permitted by the HK Stock Exchange.</p> <p>(b) Subject to paragraphs (c) <u>and (d)</u> below, every balance sheet of the Company shall be signed on behalf of the Board by 2 of the Directors and a copy of every balance sheet (including every document required by law to be comprised therein or annexed thereto) and profit and loss account which is to be laid before the Company at its annual general meeting, together with a copy of the Directors' report and a copy of the Auditors' report thereon, shall, not less than 21 days before the date of the meeting be delivered or sent by post together with the notice of annual general meeting to every Shareholder and every Debenture Holder of the Company and every other person entitled to receive notices of general meetings of the Company under the provisions of these Articles, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Shares or Debentures, but any Shareholder or Debenture Holder to whom a copy of those documents has not been sent shall be entitled to receive a copy free of charge on application at the Head Office or the Registration Office. If all or any of the Shares or Debentures or other securities of the Company shall for the time being be (with the consent of the Company) listed or dealt in on any stock exchange or market, there shall be forwarded to such stock exchange or market such number of copies of such documents as may for the time being be required under its regulations or practice.</p> <p>(c) Subject to the Listing Rules, the Company may send summarized financial statements to Shareholders who has, in accordance with the Listing Rules, consented and elected to receive summarized financial statements instead of the full financial statements. The summarized financial statements must be accompanied by any other documents as may be required under the Listing Rules and must be sent to the Shareholders not less than twenty-one days before the general meeting to those Shareholders that have consented and elected to receive the summarized financial statements.</p>
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	<p>(d) <u>The requirement to send to a person referred to in Article 175(b) the documents referred to in that Article or a summary financial report in accordance with Article 175(c) 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 175(b) and, if applicable, a summary financial report complying with Article 175(c), on the Company's website or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.</u></p>
176(a)	<p>The Shareholders may by Ordinary Resolution appoint one or more firms of auditors to hold office until the conclusion of the next annual general meeting on such terms and with such duties as may be agreed with the Board, but if an appointment is not made, the Auditors in office shall continue in office until a successor is appointed. A Director, officer or employee of any such Director, officer or employee shall not be appointed Auditors of the Company. The Board may fill any casual vacancy in the office of Auditors, but while any such vacancy continues the surviving or continuing Auditors (if any) may act, <u>and may determine the remuneration of the Auditor so appointed by the Board.</u> The remuneration of the Auditors shall be fixed by the Shareholders in a general meeting by Ordinary Resolution or, unless prohibited by the Listing Rules, in such manner as the Shareholders may determine.</p>
180	<p>(A)(i)(a) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles shall be in writing or, to the extent permitted by the Companies Act and the Listing Rules from time to time and subject to this Article, contained in an electronic communication. A notice calling a meeting of the Board need not be in writing.</p> <p>(b) <u>Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any Corporate Communications and actionable corporate communication), 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 any such notice and document may be given or issued by the following means:</u></p> <p>(i) <u>by serving it personally on the relevant person;</u></p> <p>(ii) <u>by sending it through the post in a prepaid envelope addressed to such Shareholder at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;</u></p>

	<p>(iii) <u>by delivering or leaving it at such address as aforesaid;</u></p> <p>(iv) <u>by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the HK Stock Exchange;</u></p> <p>(v) <u>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 Securities and Futures (Uncertificated Securities Market) Rules) to the relevant person at such electronic address as he may provide under Article 180(e), subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force without the need for any additional consent or notification;</u></p> <p>(vi) <u>by publishing it on the Company's website to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force without the need for any additional consent or notification; or</u></p> <p>(vii) <u>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.</u></p> <p>(ii) Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. In case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders. Without limiting the generality of the foregoing but subject to the Companies Act and the Listing Rules, a notice or document may be served or delivered by the Company to any Shareholder by electronic means to such address as may from time to time be authorised by the Shareholder concerned or by publishing it on a website and notifying the Shareholder concerned that it has been so published.</p> <p>(c) <u>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.</u></p>
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	<p>(d) <u>Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any Share, shall be bound by every notice in respect of such Share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such Share, shall have been duly given to the person from whom he derives title to such Share.</u></p> <p>(e) <u>Every Shareholder 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. The signature to any notice to be given by the Company may be written, or printed or in electronic form.</u></p> <p>(iii) Any such notice or document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. Where any notice or document is served or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.</p> <p>(B) (i) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid envelope or wrapper addressed to the Company or to such officer at the Head Office or Registered Office.</p> <p>(f)(B)(ii) The Board may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board.</p>
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181	<p>(a) Any Shareholder whose registered address is outside the Relevant Territory may notify the Company in writing of <u>(i) an address in the Relevant Territory which for the purpose of service of notice shall be deemed to be his registered address; or (ii) an electronic address for the purpose of service of notice.</u> Where the registered address of the Shareholder is outside the Relevant Territory, notice, (i) if given through the post, shall be sent by prepaid airmail letter where available, <u>or (ii) if served by electronic means, shall be sent in accordance with Article 180(b).</u></p> <p>(b) Any Shareholder who fails (and, where a Share is held by joint holders, where the first joint holder named on the register fails) to supply his registered address <u>or, in case of electronic communications, fails to supply his electronic address or a correct electronic address,</u> or a correct registered address to the Company for service of notices and documents on him shall not (and where a Share is held by joint holders, none of the other joint holders whether or not they have supplied a registered address shall) be entitled to service of any notice or documents by the Company and any notice or document which is otherwise required to be served on him may, if the Board in its absolute discretion so elects (and subject to them re-electing otherwise from time to time), be served, in the case of notices, by displaying a copy of such notice conspicuously at the Registered Office and the Head Office or, if the Board sees fit, by advertisement in the Newspapers, and, in the case of documents, by posting up a notice conspicuously at the Registered Office and the Head Office addressed to such Shareholder which notice shall state the address within the Relevant Territory at which <u>he may obtain a copy of the relevant document, or by displaying or otherwise making available in the relevant notice or document on the Company's website and stating the address within the Relevant Territory at which he may obtain a copy of the notice or document.</u> Any notice or document served in the manner so described served in the manner so described which shall be sufficient service as regards Shareholders with no registered or incorrect addresses, provided that nothing in this paragraph (b) shall be construed as requiring the Company to serve any notice or document on any Shareholder with no or an incorrect registered address <u>or, in case of electronic communications, no or an incorrect electronic address</u> for the service of notice or document on him or on any Shareholder other than the first named on the register of members of the Company.</p>
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	<p>(c) If on 3 consecutive occasions notices or other documents have been sent through the post to any Shareholder (or, in the case of joint holders of a share, the first holder named on the register) at his registered address <u>or by electronic means to his electronic address</u> but have been returned undelivered, such Shareholder (and, in the case of joint holders of a Share, all other joint holders of the share) shall not thereafter be entitled to receive or be served (save as the Board may elect otherwise pursuant to paragraph (b) of this Article) and shall be deemed to have waived the service of notices and other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address <u>or a new electronic address</u> for the service of notices on him.</p>
182	<p>Any notice or other document;</p> <p>(a) <u>if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof;</u></p> <p>(b) <u>if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent, unless it is specified otherwise;</u></p> <p>(c) <u>if published on the Company's website and/or the website of the HK Stock Exchange, shall be deemed to have been served or delivered on the day on which the notice, document or publication first so appears on the Company's website or the website of the HK Stock Exchange;</u></p> <p>(d) <u>if 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; and</u></p> <p>(e) <u>if 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.</u></p>

	<p>Any notice or other document, if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which the letter, envelope, or wrapper containing the same is put into the post. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as prepaid mail. Any notice or document not sent by post but left by the Company at a registered address shall be deemed to have been served or delivered on the day it was so left. Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the day following that on which the electronic communication was sent by or on behalf of the Company. Any notice or document served or delivered by the Company by any other means authorised in writing by the Shareholder concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose. Any notice or other document published by way of advertisement or on a website shall be deemed to have been served or delivered on the day it was so published.</p>
183	<p>A notice or document may be given <u>or sent</u> by the Company to the person entitled to a Share in consequence of the death, mental disorder, bankruptcy or liquidation of a Shareholder by sending it through the post in a prepaid envelope or wrapper addressed to him by name, or by the title of representative of the deceased, the trustee of the bankrupt or the liquidator of the Shareholder, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice or document in any manner in which the same might have been given if the death, metal<u>mental</u> disorder, bankruptcy or winding up had not occurred.</p>
185	<p>Any notice or document delivered or sent by post to, <u>by electronic communications</u>, or left at the registered address of any Shareholder in pursuance of these Articles, <u>or by publishing on the Company's website or the website of HK Stock Exchange</u>, shall notwithstanding that such Shareholder be then deceased, bankrupt or wound up and whether or not the Company has notice of his death, bankruptcy or winding up, be deemed to have duly served in respect of any registered Shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such Shares.</p>
186	<p>The signature to any notice or document to be given by the Company may be written or printed <u>or in electronic form</u>.</p>

186A	<u>Without limiting Articles 180 – 186, but subject to any limitations imposed by the Company’s ASR, (i) anything sent or supplied by the Company to any holder or transferee of Shares; and (ii) anything sent or supplied by any holder or transferee of Shares to the Company, may be sent or supplied by means of an authenticated message.</u>
186B	<u>The provisions of Securities and Futures (Uncertificated Securities Market) Rules relating to the effect of an authenticated message apply if, in accordance with Securities and Futures (Uncertificated Securities Market) Rules: (i) the message is attributable to the person sending or supplying it; and (ii) the person receiving the message is the addressee of the message.</u>
186C	<u>For the purposes of Articles 186A and 186B, “authenticated message” bears the meaning given under Securities and Futures (Uncertificated Securities Market) Rules except that such message may relate to all the Shares that are prescribed securities, and not only those that are participating securities.</u>
191	The Directors, Managing-managing Directors, alternate Directors, Auditors, Secretary and other officers for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and their respective executors or administrators, shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their executors or administrators, shall or may incur or sustain by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain through their own fraud or dishonesty, wilful default or fraud , and none of them shall be answerable for the acts, receipts, neglects or defaults of any other of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of the Company shall be placed out or invested, or for any other loss, misfortune or damage which may arise in the execution of their respective offices or trusts, or in relation thereto, except as the same shall happen by or through their own dishonesty, wilful default or fraud, dishonest, or recklessness . The Company may take out and pay the premium and other moneys for the maintenance of insurance, bonds and other instruments for the benefit either of the Company or the Directors (and/or other officers) or any of them to indemnify the Company and/or Directors (and/or other officers) named therein for this purpose against any loss, damage, liability and claim which they may suffer or sustain in connection with any breach by the Directors (and/or other officers) or any of them of their duties to the Company.

194	<p>The Company may destroy:–</p> <ul style="list-style-type: none"> (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation; (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address <u>(including any electronic address (if applicable))</u> at any time after the expiry of 2 years from the date on which such mandate, variation, cancellation or notification was recorded by the Company; (c) any instrument of transfer of Shares which has been registered at any time after the expiry of 6 years from the date of registration; (d) any other document, on the basis of which any entry in the Register is made, at any time after the expiry of 6 years from the date on which an entry in the Register was first made in respect of it; <p>and it shall conclusively be presumed in favour of the Company that every Share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided always that:</p> <ul style="list-style-type: none"> (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and (iii) references in this Article to the destruction of any document include reference to its disposal in any manner.
<u>UNCERTIFICATED SECURITIES AND ELECTRONIC PROCESS</u>	
197	<p><u>The Company shall comply with all applicable laws and regulations, including but not limited to the Securities and Futures Ordinance and the Securities and Futures (Uncertificated Securities Market) Rules, to facilitate the holding, transfer and registration of its shares or other prescribed securities in uncertificated form through electronic means.</u></p>

198	<p><u>To the extent permitted by the laws of the Cayman Islands and unless otherwise restricted or prohibited by the Listing Rules, the Company shall:</u></p> <p>(a) <u>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, and instructions regarding any meeting of the securities) transmitted by electronic means, in such manner and subject to reasonable authentication measures as the Board may from time to time determine; and</u></p> <p>(b) <u>pay any corporate action proceeds (including but not limited to proceeds paid by the Company to members and its securities holders in connection with its corporate actions, such as 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 or such other means as the Board considers appropriate.</u></p>
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199	<p>(a) <u>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.</u></p> <p>(b) <u>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.</u></p> <p>(c) <u>For the purposes of paragraphs a and b, the provisions of the USM regime refers to all laws, rules or regulations governing the evidencing, transfer, dematerialisation, rematerialisation or registration of prescribed securities, and includes the following:</u></p> <p class="margin-left: 40px;">(i) <u>The Securities and Futures Ordinance;</u></p> <p class="margin-left: 40px;">(ii) <u>any rules made under the Securities and Futures Ordinance, including the Securities and Futures (Uncertificated Securities Market) Rules and the ASR Rules;</u></p> <p class="margin-left: 40px;">(iii) <u>the ASR Code;</u></p> <p class="margin-left: 40px;">(iv) <u>any rules made by the HK Stock Exchange pursuant to section 23 of the Securities and Futures Ordinance, including the Listing Rules;</u></p> <p class="margin-left: 40px;">(v) <u>any rules made by HKSCC pursuant to section 40 of the Securities and Futures Ordinance, including the General Rules of HKSCC and the Operational Procedures of HKSCC; and</u></p> <p class="margin-left: 40px;">(vi) <u>the operating rules of the Company's ASR.</u></p>
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NOTICE OF AGM



Oi Wah Pawnshop Credit Holdings Limited

靚華押業信貸控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1319)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that an annual general meeting of Oi Wah Pawnshop Credit Holdings Limited (the “**Company**”) will be held at Room 1225, 12th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong on 31 July 2026 at 10:30 a.m. for the following purposes:

ORDINARY RESOLUTIONS

1. To receive and approve the audited consolidated financial statements together with the directors’ report and the independent auditor’s report of the Company for the year ended 28 February 2026.
2. (a) To re-elect the following retiring directors of the Company:
 - (i) Ms. Chan Ying Yu
 - (ii) Ms. Mak Siu Yee
 - (iii) Dr. Yip Ngai
- (b) To authorise the board of directors of the Company to fix the directors’ remuneration.
3. To declare a final dividend of HK1.15 cents per share of the Company for the year ended 28 February 2026.
4. To re-appoint SHINEWING (HK) CPA Limited as auditors of the Company and to authorise the board of directors of the Company to fix their remuneration.

NOTICE OF AGM

As special business, to consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

5. **“THAT:**

- (a) subject to paragraph (c) below, and pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **“Listing Rules”**), the exercise by the directors of the Company during the Relevant Period (as hereinafter defined in this resolution) of all the powers of the Company to allot, issue and deal with additional shares (including any sale or transfer of treasury shares, if any, out of treasury) in the capital of the Company and to make or grant offers, agreements and options (including but not limited to warrants, bonds and debentures convertible into shares of the Company) which might require the exercise of such power, be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) shall authorise the directors of the Company during the Relevant Period (as hereinafter defined) to make or grant offers, agreements and options (including warrants, bonds and debentures convertible into shares of the Company) which might require the shares in the capital of the Company to be issued either during or after the end of the Relevant Period (as hereinafter defined);
- (c) the aggregate number of shares of the Company allotted or agreed conditionally or unconditionally to be allotted or issued (whether pursuant to an option or otherwise) by the directors of the Company pursuant to the approval in paragraph (a) above, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); or (ii) an issue of shares upon the exercise of options which may be granted under any share option scheme or under any option scheme or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of the Company and/or any of its subsidiaries or any other person of shares or rights to acquire shares of the Company; or (iii) any scrip dividend schemes or similar arrangements providing for the allotment and issue of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the articles of association of the Company; or (iv) a specific authority granted by the shareholders of the Company in general meeting, shall not exceed 20% of the total number of shares of the Company of the Company in issue (excluding treasury shares, if any) as at the date of the passing of this resolution and the said approval shall be limited accordingly; and

NOTICE OF AGM

- (d) for the purpose of this resolution,

“Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws of the Cayman Islands to be held; or
- (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking, varying or renewing the authority given to the directors of the Company by this resolution; and

“Rights Issue” means an offer of shares of the Company or issue of option, warrants or other securities giving the right to subscribe for shares of the Company, open for a period fixed by the directors of the Company to holders of shares whose names appear on the register of members of the Company (and, where appropriate, to holders of other securities of the Company entitled to the offer) on a fixed record date in proportion to their then holdings of such shares (or, where appropriate, such other securities) (subject in all cases to such exclusions or other arrangements as the directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory applicable to the Company).”

6. **“THAT:**

- (a) subject to paragraph (b) below, the exercise by the directors of the Company during the Relevant Period (as hereinafter defined) of all powers of the Company to repurchase shares of the Company on The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) or on any other stock exchange on which the shares of the Company may be listed and which is recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and/or the requirements of the Listing Rules or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the aggregate number of shares of the Company which the Company is authorised to repurchase pursuant to the approval in paragraph (a) above during the Relevant Period (as hereinafter defined) shall not exceed 10% of the total number of shares of the Company in issue (excluding treasury shares, if any) as at the date of the passing of this resolution, and the authority granted pursuant to paragraph (a) above shall be limited accordingly; and

NOTICE OF AGM

- (c) for the purposes of this resolution, “**Relevant Period**” means the period from the passing of this resolution until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company; or
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws of the Cayman Islands to be held; or
 - (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking, varying or renewing the authority given to the directors of the Company by this resolution.”
- 7. “**THAT** conditional upon the ordinary resolutions set out in paragraphs 5 and 6 of the notice convening this meeting being passed, the general mandate granted to the directors of the Company to allot, issue and deal in any unissued shares pursuant to the ordinary resolution set out in paragraph 5 of the notice convening this meeting be and is hereby extended by the addition to the aggregate nominal value of the share capital of the Company which may be allotted or agreed conditionally or unconditionally to be allotted by the directors of the Company pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of the Company repurchased by the Company under the authority granted pursuant to the ordinary resolution set out in paragraph 6 of the notice convening this meeting, provided that such extended amount shall not exceed 10% of the total number of shares of the Company (excluding treasury shares, if any) in issue at the date of the passing of this resolution.”

SPECIAL RESOLUTION

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

“**THAT** the proposed amendments to the existing second amended and restated memorandum and articles of association of the Company as set out in Appendix III to the circular issued by the Company on 29 June 2026 be and are hereby approved and confirmed; and **THAT** the third amended and restated memorandum and articles of association of the Company (copies of which have been produced to this meeting and marked “A” and initialed by the chairman of this annual general meeting of the Company (“**AGM**”) for the purpose of identification) be and are hereby approved and adopted as the new memorandum and articles of association of the Company (the “**New Memorandum and Articles of Association**”) in substitution for and to the exclusion of the existing second amended and restated memorandum and articles of association of the Company with immediate effect after the close of the AGM and that any

NOTICE OF AGM

one Director or officer of the Company be and is hereby authorised to do all things necessary to implement the adoption of the New Memorandum and Articles of Association and to attend to all necessary filings in Hong Kong and in the Cayman Islands.”

By Order of the Board of
Oi Wah Pawnshop Credit Holdings Limited
Chan Kai Ho Edward
Chairman, Chief Executive Officer and Executive Director

Hong Kong, 29 June 2026

Notes:

1. A member entitled to attend and vote at the meeting shall be entitled to appoint another person as his/her/its proxy to attend and, on a poll, vote on his/her/its behalf. A member who is the holder of two or more shares may appoint more than one proxy to represent him and, on a poll, vote on his/her/its behalf. A proxy need not be a member of the Company.
2. In order to be valid, a proxy form together with any power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, must be deposited at the Company's Hong Kong branch share registrar, Boardroom Share Registrars (HK) Limited, 2103B, 21/F, 148 Electric Road, North Point, Hong Kong not less than 48 hours before the time for holding the meeting or any adjournment thereof.
3. The register of members of the Company will be closed from Tuesday, 28 July 2026 to Friday, 31 July 2026, both days inclusive, during which period no transfer of shares will be registered. In order to determine the identity of the shareholders who are entitled to attend and vote at the annual general meeting, all duly completed transfer forms accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar, Boardroom Share Registrars (HK) Limited, 2103B, 21/F, 148 Electric Road, North Point, Hong Kong not later than 4:30 p.m. on Monday, 27 July 2026.
4. According to Rule 13.39(4) of the Listing Rules, any vote of shareholders at general meeting of the Company must be taken by poll. Therefore, all proposed resolutions put to the vote at the meeting will be taken by way of poll and the Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules.
5. In order to establish the identity of the shareholders of our Company who are entitled to the proposed final dividend, all duly completed transfer forms accompanied by the relevant share certificates must be lodged with our Company's Hong Kong branch share registrar, Boardroom Share Registrars (HK) Limited at 2103B, 21/F, 148 Electric Road, North Point, Hong Kong, no later than 4:30 p.m. on Wednesday, 5 August 2026. The register of members of our Company will be closed from Tuesday, 6 August 2026 to Monday, 10 August 2026, both days inclusive, during which no transfer of shares will be registered.
6. With regard to ordinary resolutions set out in paragraphs 2, 3 and 5 to 7 of this notice, a circular giving details of the re-election of directors of the Company, the general mandates to issue and to repurchase shares and the declaration of a final dividend will be despatched to shareholders. The biographical details of the retiring directors who are subject to re-election at the meeting are set out in Appendix II to the circular.
7. As at the date of this notice, the executive directors of the Company are Mr. Chan Kai Ho Edward, Ms. Chan Ying Yu and Ms. Chan Mei Fong; the non-executive directors of the Company are Mr. Chan Kai Kow Mackson and Ms. Mak Siu Yee; and the independent non-executive directors of the Company are Mr. Lam On Tai, Dr. Leung Shiu Ki Albert and Dr. Yip Ngai.