ARTICLES OF ASSOCIATION

of

Quanzhou Huixin Micro-credit Co., Ltd.

SEPTEMBER 2026

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Chapter 1 General Provisions

Article 1 Quanzhou Huixin Micro-Credit Co., Ltd. (the "**Company**") is a joint stock limited liability company established pursuant to *the Company Law of the PRC* (the "**Company Law**") and other relevant laws and regulations of the PRC. These Articles of Association are made in accordance with *the Company Law, the Securities Law of the PRC* (the "**Securities Law**"), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), and reference to the Guidelines for Articles of Association of Listed Companies (Revised in 2025) and other relevant laws and regulations.

Quanzhou City Licheng District Huixin Micro-credit Co., Ltd. (泉州市鲤城区汇鑫小额贷款有限公司) was established on January 8, 2010 and obtained the Business License (registered number: 350502100038130) issued by the Administration of Industries and Commerce of Quanzhou ("**Quanzhou AIC**"). The promoters of the Company include: Fujian Septwolves Group Co., Ltd. (福建七匹狼集团有限公司), Fujian Anxi Xiyuan Investment Co., Ltd. (福建省安溪溪源投资有限公司), Jinjiang Henglong Construction Materials Co., Ltd. (晋江市恒隆建材有限公司), Quanzhou Yuanpeng Clothing and Textile Co., Ltd. (泉州市远鹏服饰织造有限公司), Quanzhou Anping Development and Construction Co., Ltd. (泉州市安平开发建设有限公司), Quanzhou Haoxiang Stone Co., Ltd. (泉州豪翔石业有限公司), Quanzhou Jianyuan Investment and Development Co., Ltd. (泉州市建源投资发展有限公司), Jinjiang Shuncheng Commerce and Trading Co., Ltd. (晋江顺成商贸有限公司), Shishi Yingfeng Clothing Co., Ltd. (石狮盈丰服饰有限公司), Jinjiang Xinhong Textile Co., Ltd. (晋江鑫宏纺织有限公司), Xiamen Gaoxinhong Equity Investment Co., Ltd. (厦门市高鑫泓股权投资有限公司), and Xie Anju (谢安居).

Article 2 The registered name of the Company:
In Chinese: 泉州汇鑫小额贷款股份有限公司
In English: Quanzhou Huixin Micro-credit Co., Ltd

Article 3 The registered address of the Company: No. 785-24 Xinmen Street,
Licheng District, Quanzhou City, Fujian Province, the PRC
Zip: 362000
Telephone: (86) 0595-22731777
Fax: (86) 0595-22796877

Article 4 The chairman of the board of directors represents the Company in the conduct of its affairs and is the Company's legal representative.

Article 5 The term of business of the Company is 30 years.

Article 6 The Company is an independent legal person. All actions taken by the Company shall comply with the laws, regulations and regulatory documents of the PRC, and shall protect the legal interests of the shareholders. The Company is within the jurisdiction of the laws, regulations and regulatory documents of the PRC and is protected thereby.

Article 7 These Articles of Association shall become effective as of the date the overseas-listed foreign-invested shares are listed on The Stock Exchange of Hong Kong Limited ("**Hong Kong Stock Exchange**") after they are adopted at the shareholders' meeting and are approved by the competent authorities pursuant to the laws and regulations (if necessary). The original Articles of Association of the Company shall automatically expire on the effective date of these Articles of Association.

These Articles of Association (including any further amendments) shall, from their date of effect, constitute a legally binding document regulating the Company's organization and activities, and the rights and obligations between the Company and its shareholders as well as among the shareholders, which shall be announced to the public.

Article 8 These Articles of Association are binding upon the Company, its shareholders, directors, supervisors, general manager and other senior management personnel; all of whom are entitled to make claims concerning the affairs of the Company in accordance with these Articles of Association.

The shareholders may take legal actions against the Company, the Company may take legal actions against the shareholders, any shareholder may take legal actions against other shareholders, and the shareholders may take legal actions against the directors, supervisors, general manager and other senior management personnel, all in accordance with these Articles of Association.

The "legal actions" referred to in the preceding paragraph include litigation at the courts and arbitration at the arbitration institutions.

Article 9 The Company may invest in other limited liability companies or joint stock limited liability companies. The Company's liability to any company invested in shall be limited to the amount of the investment.

The Company may invest in other enterprises. However, unless otherwise provided by any applicable law, it shall not become liable for the debts of the enterprises in which it invests.

Article 10 All capital of the Company is divided into shares of the same value. The liabilities of each shareholder against the Company shall be limited to the shares it holds, and the liabilities of the Company against its debts shall be limited to all assets thereof.

Article 11 The employees of the Company shall establish the labor's union, hold union activities and defend the legal interests of the employees in accordance with the law. The Company shall provide the conditions necessary for the labor's union to hold its activities.

Chapter 2 Operational Objectives and Scope

Article 12 The operational objectives of the Company: all shareholders shall cooperate for the purposes of reasonably use capital, enhance technological exchange, and contribute to the economic development.

Article 13 The Company's scope of business shall be as approved by the authority in charge of the registration of the Company. The Company's business scope is: micro loan business, as licensed business. (For the business subject to the approval according to the laws, relevant approval must be obtained prior to operation. The specific business shall be subject to the documents or the business license approved by the relevant authorities); investments with internal funds, as general business. (Conduct operating activities at its discretion subject to the business license and laws, other than those that shall be pre-approved according to the laws).

Article 14 The Company may change its scope of business and amend the Articles of Association in accordance with the law upon approval by the shareholders' meeting, approval by the competent authorities and change of registration with Quanzhou AIC.

Chapter 3 Shares and Registered Capital

Article 15 The Company shall have ordinary shares at all times. Subject to the approval of authorities authorized by the State Council, the Company may, according to its requirements, create different classes of shares.

Article 16 The equity of the Company takes form of share certificates. The shares issued by the Company shall all have nominal value, which is Renminbi one yuan. (Unless otherwise specified, all renminbi/yuan referred to in these Articles of Association shall mean renminbi yuan.)

The renminbi ("**RMB**") referred to in the preceding paragraph means the legal currency of the PRC.

Article 17 Subject to the approval by the China Securities Regulatory Commission ("**CSRC**"), the Company may issue shares to Domestic Investors and Foreign Investors.

"**Foreign Investors**" referred to in the preceding paragraph mean those investors who subscribe for the Company's shares and who are located in foreign countries and in the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan. "**Domestic Investors**" mean the investors who subscribe for the Company's shares and who are located in China other than the regions mentioned above.

Article 18 The shares issued by the Company to Domestic Investors for subscription in RMB are called "**Domestic-Invested Shares**". The shares issued by the Company to Foreign Investors for subscription in foreign currencies, and the shares transferred from the domestic shareholders of the Company and held by Foreign Investors, are collectively called "**Foreign-Invested Shares**". Among the Foreign-Invested Shares, those are listed overseas are called "**Overseas-Listed Foreign-Invested Shares**" (among which, those listed in Hong Kong are called "**H Shares**"), and those are not listed overseas are called "**Non-Overseas-Listed Foreign-Invested Shares**". Subject to the approval of the regulatory authorities delegated by the State Council and overseas securities regulatory authorities, shares which are listed and traded on overseas stock exchange are called "Overseas-Listed Shares".

The "foreign currencies" referred to in the preceding paragraph means the lawful currencies of other countries and regions that are not RMB, are recognized by the national authority in charge of foreign exchange, can be used to subscribe for the shares of the Company, and are freely convertible.

Unless otherwise provided in these Articles of Association, the shareholders of Domestic-Invested Shares and of Foreign-Invested Shares are both ordinary shareholders with the same obligations and rights. The Domestic-Invested Shares and the Overseas-Listed Foreign-Invested Shares have the same rights and privileges with respect to the dividends or distribution of any other form.

Article 19 Upon review and approval by the approval authorities authorized by the State Council, the Company may issue up to 500,000,000 ordinary shares. Upon its incorporation, the Company has issued 500,000,000 ordinary shares to its promoters, which constitute 100% of all ordinary shares issuable by the Company.

Upon its incorporation, all shares issued by the Company were subscribed for by its promoters. The promoters of the Company pay the contribution to the Company by the equities they respectively held in Quanzhou City Licheng District Huixin Micro-credit Co., Ltd. The net asset of Quanzhou City Licheng District Huixin Micro-credit Co., Ltd. as audited as of March 31, 2014 equals to RMB529,463,549, among which RMB5,000,000,000 is converted into 5,000,000,000 shares of the Company, each having the nominal value of RMB1, and the remaining RMB29,463,549 is included into the capital reserve of the Company. The shareholding structure of the Company upon conversion is as follows:

	Promoters	**Number of Shares**	**Shareholding Proportion (%)**
1.	Fujian Septwolves Group Co., Ltd.	129,550,000	25.91
2.	Fujian Anxi Xiyuan Investment Co., Ltd.	50,000,000	10
3.	Jinjiang Henglong Construction Materials Co., Ltd.	50,000,000	10
4.	Quanzhou Haoxiang Stone Co., Ltd.	50,000,000	10
5.	Xiamen Gaoxinhong Equity Investment Co., Ltd.	41,460,000	8.292
6.	Quanzhou Anping Development and Construction Co., Ltd.	40,000,000	8
7.	Quanzhou Yuanpeng Clothing and Textile Co., Ltd.	36,280,000	7.256
8.	Xie Anju	36,280,000	7.256
9.	Quanzhou Jianyuan Investment and Development Co., Ltd.	20,880,000	4.176
10.	Shishi Yingfeng Clothing Co., Ltd.	15,550,000	3.11
11.	Jinjiang Shuncheng Commerce and Trading Co., Ltd.	15,000,000	3
12.	Jinjiang Xinhong Textile Co., Ltd.	15,000,000	3
Total		500,000,000	100.00

Article 20 Upon approval by the CSRC, the Company may issue up to 180,000,000 Overseas-Listed Foreign-Invested Shares, and may, subject to the market situation, over allot and issue no more than 15% of the aforementioned number of Overseas-Listed Foreign-Invested Shares.

Upon approval by the CSRC, as of the date of listing, the capital structure of the Company is: 680,000,000 ordinary shares, among which the promoters collectively hold 500,000,000 shares, and the holders of Overseas-Listed Foreign-Invested Shares hold 180,000,000 shares.

The shareholding structure of the Company as of the date of listing is as follows:

No.	Shareholders	Number of Shares	Shareholding Proportion (%)
1.	Fujian Septwolves Group Co., Ltd.	129,550,000	19.051
2.	Fujian Anxi Xiyuan Investment Co., Ltd.	50,000,000	7.353
3.	Jinjiang Henglong Construction Materials Co., Ltd.	50,000,000	7.353
4.	Quanzhou Haoxiang Stone Co., Ltd.	50,000,000	7.353
5.	Xiamen Gaoxinhong Equity Investment Co., Ltd.	41,460,000	6.097
6.	Quanzhou Anping Development and Construction Co., Ltd.	40,000,000	5.882
7.	Quanzhou Yuanpeng Clothing and Textile Co., Ltd.	36,280,000	5.335
8.	Xie Anju	36,280,000	5.335
9.	Quanzhou Jianyuan Investment and Development Co., Ltd.	20,880,000	3.071
10.	Shishi Yingfeng Clothing Co., Ltd.	15,550,000	2.287
11.	Jinjiang Shuncheng Commerce and Trading Co., Ltd.	15,000,000	2.206
12.	Jinjiang Xinhong Textile Co., Ltd.	15,000,000	2.206
13.	Public shareholders of H Shares	180,000,000	26.471
Total		680,000,000	100.00

Article 21 The Company's board of directors may take all necessary actions for the separate issuance of the Overseas-Listed Foreign-Invested Shares and Domestic-Invested Shares after the proposals for the same have been approved by the CSRC. The Company may implement its proposals to issue Overseas-Listed Foreign-Invested Shares and Domestic-Invested Shares pursuant to the preceding paragraph within 15 months from the date of approval by the CSRC.

Upon approval by the CSRC and overseas securities regulatory authorities (if applicable), the non-listed shares of the Company held by its shareholders may be listed and traded entirely or partially in overseas markets. The listing and trade of such shares in overseas markets shall be subject to the relevant supervisory procedures, stipulations and requirements of such overseas securities markets. Such listing and trade of shares in overseas markets do not require voting at the shareholders' meeting or meeting of shareholders of the relevant class. The Overseas-Listed Foreign-Invested Shares converted from Domestic-Invested Shares shall be of the same class with the existing overseas listed foreign shares.

Article 22 Where the Company separately issues Overseas-Listed Foreign-Invested Shares and Domestic-Invested Shares, and the total number of shares to be issued is within the issuance proposals, the shares should be fully allotted in one issuance. If this is not possible due to special circumstances, the shares may, subject to the approval of the CSRC, be issued on separate occasions.

Article 23 Upon completion of issuance of the 180,000,000 Overseas-Listed Foreign-Invested Shares of the Company as approved by the CSRC, the registered capital of the Company shall be RMB680,000,000.

Article 24 Based on the Company's operational and development needs, the Company may authorize the increase of its capital in accordance with these Articles of Association.

The increase of the Company's capital may take any of the following forms:

1. public offer of shares;

2. private issue of shares;

3. bonus issue or rights issue of new shares to the existing shareholders;

4. conversion of capital reserve into share capital'

5. any other form as permitted by the laws and administrative regulations, and approved by the CSRC.

After the approval in accordance with these Articles of Association, the Company's increase of capital by issuing new shares shall be made in accordance with the procedures set out in the relevant laws and administrative regulations.

Article 25 Unless otherwise provided in the laws and administrative regulations, the shares of the Company may be transferred, given away, inherited and pledged without any lien attached thereupon. For the transfer of any Overseas-Listed Foreign-Invested Shares that are listed in Hong Kong, the Company shall entrust local share registration agent(s) in Hong Kong to handle the transfer registration.

Article 26 The Company shall not accept the pledging of its share certificates.

Article 27 Any shares held by any promoter of the Company shall not be transferred within 1 year upon the establishment of the Company. Any shares that have been issued before the Company's public listing shall not be transferred within 1 year from the date on which the Company's shares are listed in the stock exchange.

The directors, supervisors and senior management personnel shall declare to the Company of the shares of the Company held thereby and any change thereof. The total number of shares of the Company such personnel may transfer every year while he/she holds office shall not exceed 25% of

all shares he/she holds, and none of the shares so held may be transferred within 1 year from the date on which the Company's shares are listed in the stock exchange. The aforementioned personnel may not transfer any shares of the Company they hold within 6 months upon their departure from the Company. If the share transfer referred to in this Article involves H Shares, such share transfer shall be subject to the stipulations of the *Listing Rules*.

Chapter 4 Decrease of Capital and Repurchase of Shares

Article 28 The Company may decrease its registered capital in accordance with the Articles of Association.

Article 29 When the Company decreases its registered capital, it shall prepare a balance sheet and an inventory of assets.

The Company shall notify its creditors within 10 days of the date of the Company's resolution to decrease its registered capital and shall publish at least 3 announcements in newspaper(s) within 30 days. Creditors are entitled to request the Company to repay its debts or to provide a corresponding guarantee for such debt within 30 days of receipt of notice from the Company or, in the case of a creditor who does not receive such notice, within 90 days of the date of the first announcement.

The Company's registered capital may not, after the reduction in capital, be less than the minimum amount prescribed by law.

Article 30 Under any of the following circumstances, the Company may, upon approval in accordance with the procedures provided in these Articles of Association and subject to the permit given by the competent authorities, repurchase its issued shares:

1. cancellation of shares for the purposes of decreasing its registered capital;

2. merging with another company that holds shares of the Company;

3. rewarding the employees of the Company with shares;

4. upon request by a shareholder for the Company to repurchase the shares hold thereby due to its objection to any resolution of merger or division made by the Company at shareholders' meeting;

5. any other circumstances permitted by laws and administrative regulations.

The Company's repurchase of its shares due to reasons set out in Items 1 to 3 above shall be approved by shareholders' meeting. In the event that the Company repurchases its shares under paragraph 1, the shares so repurchased shall be cancelled within 10 days upon such repurchase. In the event that the Company repurchases its shares under Items 2 or 4, the shares so repurchased shall be transferred or cancelled within 6 months upon such repurchase.

The shares repurchased by the Company under Item 3 of the first paragraph shall not exceed 5% of all issued shares of the Company, the capital used for such repurchase shall be paid out of the after-tax profit of the Company, and all shares so repurchased shall be transferred to its employees within 1 year.

Article 31 The Company may repurchase shares in one of the following ways, with the approval of the relevant competent authority:

1. by making an offer for the repurchase of shares to all its shareholders on a pro-rata basis;

2. by on-market repurchase;

3. by off-market repurchase through agreement.

Article 32 The Company shall obtain prior approval of the shareholders in a shareholders' meeting in the manner stipulated in these Articles of Association before it can effect an off-market repurchase through agreement. The Company may, by obtaining the prior approval of the shareholders in a shareholders' meeting in the same manner, rescind or vary any contract which has been so entered into, or waive any of its rights thereunder.

A contract for the repurchase of shares referred to in the preceding paragraph includes (but is not limited to) an agreement which causes the Company to become entitled or obliged to repurchase its shares.

The Company may not assign any contract for the repurchase of its shares or any right contained in such contract.

Article 33 After the Company legally repurchases any of its shares, it shall cancel or transfer such shares in accordance with the laws and administrative regulations, and apply for the change of registration with its original authority of registration.

The aggregate nominal value of the cancelled shares shall be deducted from the Company's registered capital.

Article 34 Unless the Company is in liquidation, it shall comply with the following provisions in relation to repurchase of its outstanding shares:

1. where the Company repurchases shares at nominal value, payment shall be made out of the book balance of the distributable profits of the Company or out of the proceeds from a new issue of shares made for that purpose;

2. where the Company repurchases its shares of the Company at a premium, payment up to the nominal value may be made out of the book balance of the distributable profits of the Company or out of the proceeds from a new issue of shares made for that purpose. Payment of the premium shall be effected as follows:

   (1) if the shares being repurchased were issued at nominal value, payment shall be made out of the book balance of the distributable profits of the Company;

   (2) if the shares being repurchased were issued at a premium, payment shall be made out of the book balance of the distributable profits of the Company or out of the proceeds from a new issue of shares made for that purpose, provided that the amount paid out of the proceeds from the new issue shall not exceed the premium received by the Company on the issue of the repurchased shares nor shall it exceed the book value of the Company's capital reserve account (including any premiums on the new issue) at the time of the repurchase.

3. the Company shall make any payment for the following purposes out of the Company's distributable profits:

   (1) obtaining the right to repurchase its own shares;

   (2) amendments to any contract for the repurchase of its shares;

   (3) release of the Company's obligation(s) under any contract for the repurchase of shares.

4. after the Company's registered capital has been decreased by the aggregate nominal value of the cancelled shares in accordance with the relevant provisions, the amount deducted from the distributable profits of the Company for payment of the nominal value of shares which have been repurchased shall be recorded in the Company's capital reserve account.

Chapter 5 Financial Assistance for Purchase of Company Shares

Article 35 The Company shall not, at any time, provide any form of financial assistance to a person who acquires or proposes to acquire shares of the Company. Such person aforementioned includes any person who directly or indirectly incurs any obligations as a result of acquisition of shares in the Company.

The Company shall not, at any time, provide any form of financial assistance for the purposes of reducing or discharging the obligations assumed by any person as mentioned above.

This Article does not apply to the situation as provided in Article 37 hereof.

Article 36 For the purposes of this Chapter, "financial assistance" includes (but is not limited to) the following:

1. gifts;

2. provision of guarantee (including the assumption of obligations of another or provision of assets to secure the performance of obligations by another), provision of compensation (other than compensation arising out of the Company's own fault), or release or waiver of any right;

3. provision of a loan or the making of any other agreement under which the obligations of the Company are to be fulfilled before the obligations of another party, or the change in parties to, or the assignment of rights under, such loan or contract;

4. any other form of financial assistance given by the Company when the Company is unable to pay its debts, has no net assets or when its net assets would be reduced by a material extent.

For the purposes of this Chapter, assumption of obligations by a person includes the assumption of obligations by way of contract or other arrangement (irrespective of whether such contract or arrangement is enforceable, and irrespective of whether such obligations are borne solely by such person or jointly with other persons) or by any other means which results in a change in his financial position.

Article 37 The following acts shall not be deemed to be acts prohibited by Article 35 of these Articles of Association:

1. the Company provides any financial assistance in good faith in the interests of the Company, and the principal purpose of such financial assistance is not for the acquisition of shares of the Company, or such financial assistance is an incidental part of certain master plan of the Company;

2. the lawful distribution of the Company's assets as dividends;

3. the distribution of dividends in the form of shares;

4. decrease of registered capital, repurchase of shares of the Company or reorganization of the shareholding structure of the Company effected in accordance with these Articles of Association;

5. the provision of loans by the Company for its normal operations within its normal scope of business (provided that this does not reduce the net assets of the Company or that financial assistance is provided out of the distributable profits of the Company, if it does reduce the net assets of the Company);

6. contributions made by the Company to employee share schemes (provided that this does not reduce the net assets of the Company or that financial assistance is provided out of the distributable profits of the Company, if it does reduce the net assets of the Company).

Chapter 6 Share Certificates and Register of Shareholders

Article 38 Share certificates of the Company shall be in registered form.

The share certificates of the Company shall bear all items as set forth in the *Company Law*, *Special Regulations*, as well as those as required by the stock exchange on which the shares are listed.

During the period in which H Shares are listed in Hong Kong Stock Exchange, the Company shall ensure that all ownership documents of the securities listed in Hong Kong Stock Exchange (including the share certificates of H Shares) shall contain the following declarations, and shall instruct and prompt its share transfer registration agency to refuse the subscription, purchase or transfer of any shares that are registered under any individual shareholder, unless such individual provides to such agency with a properly filled-in form regarding the shares in question, which shall include the following declarations:

1. the purchaser of the shares and the Company and each of its shareholders, and the Company and each shareholder thereof, all agree to observe and abide by the Company Law, Special Regulations, and other laws, administrative regulations and the Articles of Association of the Company;

2. the purchaser of the shares, the Company, each one of its shareholders, directors, supervisors, general manager and senior management personnel all agree, and the Company representing the PRC issuer and each one of its directors, supervisors, general manager and senior management personnel agree with each of its shareholder, that any dispute or claim arisen from the rights or obligations as provided in these Articles of Association, the Company Law or any other relevant laws or administrative regulations, or in relation to the Company's affairs, shall be submitted to arbitration as provided in these Articles of Association, and any arbitration shall be deemed as having authorized the arbitral tribunal to hold open hearings and to announce its award. Such arbitration award shall be final;

3. the purchaser of the shares and the Company and each of its shareholders agree that any Company's shares may be transferred freely by the holder thereof;

4. the purchaser of the shares authorizes the Company to enter into agreement on its behalf with each one of the Company's directors, general manager and senior management personnel, under which such directors, general manager and senior management personnel warrant to observe and perform their respective obligations against the Company's shareholders as provided in these Articles of Association.

Article 39 Share certificates of the Company shall be signed by the chairman of the board of directors. If the stock exchange(s) on which the Company's shares are listed require other senior management personnel of the Company to sign, the share certificates shall also be signed by such person(s). The share certificates shall become effective after being sealed with the seal of the Company, or with the seal sign in printed form. The share certificate shall only be sealed with the

Company's seal under the authorization of the board of directors. The signatures of the chairman of the board of the board of directors or other senior management personnel of the Company may be in printed form.

Article 40 The Company shall keep a register of shareholders which shall contain the following particulars:

1. the name and address (residence), the occupation or nature of each shareholder;

2. the class and quantity of shares held by each shareholder;

3. the amount paid-up on or agreed to be paid on the shares held by each shareholder;

4. the share certificate number(s) of the shares held by each shareholder;

5. the date on which each shareholder was registered as a shareholder;

6. the date on which any shareholder ceased to be a shareholder.

Unless there is evidence to the contrary, the register of shareholders shall be sufficient evidence of the shareholders' shareholdings in the Company.

When two or more persons are registered as the co-holders of any shares, they shall be deemed as joint shareholders of such shares, subject to the following conditions:

1. the Company is not obligated to register more than 4 joint shareholders of any shares;

2. all joint shareholders shall be jointly and severally liable for the payment of all amount payable for the shares jointly owned;

3. if one of the joint shareholders is deceased, only the remaining joint shareholder(s) shall be regarded by the Company has owner(s) of the relevant shares, but the board of directors is entitled to request death certificate of the relevant shareholder as it deemed appropriate for the purpose of changing the registered information of shareholders; and

4. for joint shareholders of any shares, only the joint shareholder whose name appears first in the register of shareholders has the right to receive the share certificate of the relevant shares from the Company and to receive notices of the Company, while any notice served on such shareholder shall be treated as having been served on all joint shareholders of the relevant shares. Any of the joint shareholders may sign this proxy form. Where more than one joint holders attend the meeting, whether in person or by proxy, the vote of the senior joint shareholder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint shareholder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of shareholders of the Company in respect of the joint shareholding.

Article 41 The Company may, in accordance with the mutual understanding and agreements made between the securities regulatory authorities of the State Council and overseas securities regulatory organizations, maintain the register of shareholders of overseas-listed foreign-invested shares overseas and appoint overseas agent(s) to manage such register of shareholders.

The original register of shareholders for holders of overseas-listed foreign-invested shares listed in Hong Kong shall be maintained in Hong Kong. A duplicate register of shareholders for the holders of Overseas-Listed Foreign-Invested Shares shall be maintained at the Company's residence. The appointed overseas agent(s) shall ensure consistency between the original and the duplicate registers of shareholders at all times.

In the event of any inconsistency between the original and the duplicate registers of shareholders of Overseas-Listed Foreign-Invested Shares, the original register of shareholders shall prevail.

Article 42 The Company shall keep a complete register of shareholders. The register of shareholders shall comprise the following parts:

1. the register of shareholders which is maintained at the Company's residence (other than those share registers which are described Items 2 and 3 of this Article);

2. the register of shareholders in respect of the holders of Overseas-Listed Foreign-Invested Shares of the Company which is maintained in the same place as the overseas stock exchange on which the shares are listed;

3. the register of shareholders which is maintained in such other place as the board of directors may consider necessary for the purposes of the listing of the Company's shares.

Article 43 Different parts of the register of shareholders shall not overlap. While transferred shares continue to be registered in one part of the register of shareholders, they shall not be registered in another part of the register.

Amendments or rectification of the register of shareholders shall be made in accordance with the laws of the place where the register of shareholders is maintained.

Article 44 All Overseas-Listed Foreign-Invested Shares listed in Hong Kong Stock Exchange which have been fully paid-up may be freely transferred in accordance with the Articles of Association. However, unless such transfer complies with the following requirements, the board of directors may refuse to recognize any document of transfer and would not need to provide any reason therefor:

1. transfer documents and other documents which relates to share ownership or may affect share ownership shall be registered, and a fee determined under the *Listing Rules* shall be paid to the Company for such registration;

2. the document of transfer only relates to Overseas-Listed Foreign-Invested Shares listed in Hong Kong Stock Exchange;

3. the stamp duty which is chargeable on the document of transfer has already been paid;

4. the relevant share certificate(s) and any other evidence which the board of directors may reasonably require to evidence that the transferor has the right to transfer the shares have been provided;

5. if it is intended that the shares be transferred to joint shareholders, the maximum number of joint shareholders shall not be more than 4;

6. the Company does not have any lien on the relevant shares;

7. no share shall be transferred to a minor, mentally challenged or legally incapacitated person.

If the Company refuses to register a share transfer, the Company shall send the transferor and the transferee a notice of refusal to register the said share transfer within 2 months from the date of submission of the application for transfer.

Article 45 Upon the completion of share transfer, any transferee's name shall be recorded in the register of shareholders as the holder of such shares.

Article 46 The issuance and consequent transfer of any H Shares shall be registered in the register of shareholders maintained in Hong Kong pursuant to Article 42 of these Articles of Association.

Article 47 All Overseas-Listed Foreign-Invested Shareholders may use the written transfer document commonly used in the place of listing. The written transfer document can be signed by hand or with a machine print signature, to transfer any or all of its shares. The shares held by Non-Overseas-Listed Foreign-Invested Shares shall be conducted in compliance with the PRC laws and regulations. All transfer documents shall be maintained at the legal residence of the Company or any other address as appointed by the board of directors from time to time.

Article 48 No change may be made in the register of shareholders as a result of a transfer of shares within 30 days prior to the date of a shareholders' meeting or within 5 days before the determination date for the Company's distribution of dividends.

Article 49 When the Company needs to convene a shareholders' meeting for the purposes of dividend distribution, liquidation or for any other purpose for which shareholdings need to be determined, the board of directors or the convener of the shareholders' meeting shall determine a record date for the determination of shareholdings. The shareholders of the Company shall be such persons who appear in the register of shareholders at the close of such record date.

Article 50 Any person who disputes the register of shareholders and asks for inclusion of his name in or removal of his name from the register of shareholders may apply to a court of competent jurisdiction for rectification of the register.

Article 51 For any person who is a registered shareholder or who claims to be entitled to have his name entered in the register of shareholders in respect of shares in the Company may, if his share certificate (the "**Original Certificate**") relating to the shares is lost, apply to the Company for a replacement share certificate in respect of such shares (the "**Relevant Shares**"). Application for reissued share certificate(s) by any holder of Domestic-Invested Shares and Non-Overseas-Listed Foreign-Invested Shares who lost his share certificate(s) shall be handled in accordance with Article 143 of the *Company Law*.

Application for reissuance of share certificate(s) by any holder of Overseas-Listed Foreign-Invested Shares who lost his share certificate(s) shall be handled in accordance with the laws, rules of stock exchange or other relevant regulations of the place where the original register of shareholders of Overseas-Listed Foreign-Invested Shares is maintained.

The reissuance of a share certificate to a shareholder of H Shares, who has lost his share certificate, shall comply with the following requirements:

1. The applicant shall submit an application to the Company in a prescribed form accompanied by a notarial certificate or a statutory declaration, of which the contents shall include the grounds upon which the application is made and the circumstances and evidence of loss, and the declaration that no other person is entitled to have his name entered in the register of shareholders in respect of the Relevant Shares.

2. The Company has not received any declaration made by any person other than the applicant requesting his name being entered in the register of shareholders in respect of such shares before it decides to reissue a share certificate to the applicant.

3. The Company shall, if it intends to reissue a share certificate, publish a notice of its intention to do so at least once every 30 days within a period of 90 consecutive days in such newspapers as may be prescribed by the board of directors.

4. The Company shall, prior to publication of its intention to reissue a share certificate, deliver to the stock exchange on which its shares are listed, a copy of the notice to be published and may publish the notice upon receipt of confirmation from such stock exchange that the notice has been exhibited in the premises of the stock exchange. Such notice shall be exhibited in the premises of the stock exchange for a period of 90 days. In the case of an application which is made without the consent of the registered shareholder of the Relevant Shares, the Company shall deliver by mail to such registered shareholder a copy of the notice to be published.

5. If, upon the expiration of the 90-day period referred to in Items 3 and 4 of this Article, the Company has not received any objection from any person in respect of the reissuance of the share certificate, it may reissue a share certificate to the applicant pursuant to his application.

6. Where the Company reissues a share certificate pursuant to this Article, it shall forthwith cancel the Original Certificate and document such cancellation and reissuance of a share certificate in the register of shareholders accordingly.

7. All expenses relating to the cancellation of an Original Certificate and the reissuance of a share certificate shall be borne by the applicant and the Company is entitled to refuse to take any action until reasonable guarantee has been provided by the applicant.

Article 52 Where the Company reissues a share certificate pursuant to the Articles of Association, a bona fide purchaser obtaining new share certificates referred to above or a shareholder registered as a holder of the shares (if he is a bona fide purchaser), his name shall not be removed from the register of shareholders.

Article 53 The Company shall not be liable for any damage sustained by any person by reason of the cancellation of the Original Certificate or the reissuance of the share certificate unless the claimant is able to prove fraud on the part of the Company.

Chapter 7 Rights and Obligations of Shareholders

Article 54 A shareholder of the Company is a person who lawfully holds shares in the Company and whose name is entered in the register of shareholders.

A shareholder shall enjoy rights and assume obligations according to the class and amount of shares held by him; shareholders who hold shares of the same class shall enjoy equal rights and assume the same class of obligations.

The shareholders of different classes of the Company shall have equal rights with respect to dividends or any distribution in any other form.

Article 55 The shareholders of ordinary shares of the Company enjoy the following rights:

1. to receive dividends and other forms of distributions of benefits in proportion to their shareholdings;

2. attend shareholders' meeting in person or by proxy, and exercise voting right;

3. to supervise and manage the Company's business operations, to make proposals and to raise queries;

4. to transfer shares in accordance with laws, administrative regulations and the provisions of the Articles of Association;

5. to obtain relevant information in accordance with the Articles of association, including:

   (1) a copy of the Articles of Association, subject to payment of costs;

   (2) the right to inspect and copy, subject to payment of a reasonable fee:

      ① all parts of the register of shareholders;

      ② personal information of each of the Company's directors, supervisors, senior management personnel including: present and former names and aliases; principal address (place of residence); nationality; primary and all other part-time occupations and duties; identification documents and numbers;

      ③ the status of the Company's share capital;

      ④ the latest audited financial statements of the Company and reports from the board of directors, the board of supervisors and the auditor;

      ⑤ the special resolutions of the Company;

      ⑥ the reports on the aggregate par value, quantity, highest and lowest prices of shares of each class repurchased by the Company since the last fiscal year, and the aggregate amount paid therefor;

      ⑦ the minutes of shareholders' meetings, resolutions of the board of directors, resolutions of the board of supervisors;

      ⑧ counterfoil of the Company's debentures.

   The Company shall maintain all documents set forth in Items①-⑧ except Item ② and other relevant documents at the Company's residence in Hong Kong for review by the public and the shareholder, free of charge (except for Item ⑦ which is reserved for the review by shareholders only).

   If a shareholder requests review of any of the abovementioned information or acquiring any such documents, he shall provide written documents evidencing the class and number of shares of the Company he holds, and the Company shall provide such information or documents after it confirms the identity of such shareholder.

6. in the event of the winding-up or liquidation of the Company, to participate in the distribution of remaining assets of the Company in proportion to the number of shares held;

7. other rights conferred by laws, administrative regulations and the Articles of Association.

Where any person directly or indirectly having rights and interests fail to disclose such rights and interests, the Company shall not exercise its rights to freeze or otherwise harm any right of such person attached to the shares solely for this reason.

Article 56 The shareholders of ordinary shares of the Company shall assume the following obligations:

1. to comply with the Articles of Association;

2. to pay subscription price according to the number of shares subscribed and the method of subscription;

3. not to abuse shareholder's rights to harm the interests of the Company or other shareholders; not to abuse the independent legal person status and the limited liability of the shareholders to harm the interests of the creditors of the Company;

4. any other obligations provided in the laws, administrative regulations and the Articles of Association.

The shareholders are not obligated to make any further contribution to the share capital other than as agreed the subscribers of the shares upon subscription.

Article 57 In addition to the obligations imposed by laws, administrative regulations or the listing rules of the stock exchange on which the Company's shares are listed, a controlling shareholder (as defined below), in exercising its shareholder's rights, shall not exercise his voting rights in respect of the following matters in a manner prejudicial to the interests of all or a portion of the shareholders of the Company:

1. to exempt a director or supervisor from the obligation of acting honestly in the best interests of the Company;

2. to approve the expropriation by a director or supervisor (for his own benefit or for the benefit of another person) of the Company's assets in any way, including (but not limited to) opportunities which are beneficial to the Company;

3. to approve the expropriation by a director or supervisor (for his own benefit or for the benefit of another person) of the individual interest of other shareholders, including (but not limited to) any rights to distributions and voting rights (excluding a restructuring which has been submitted for approval by the shareholders in a shareholders' meeting in accordance with the Articles of Association).

Article 58 The "controlling shareholder" referred to in the previous Article means a person who satisfies any one of the following conditions:

1. a person who, when acting alone or in concert with others, has the power to appoint a majority of the directors;

2. a person who, when acting alone or in concert with others, has the power to exercise more than 30% (included) of the voting rights or has power to control the exercise of more than 30% (included) of the voting rights in the Company;

3. a person who, when acting alone or in concert with others, holds more than 30% (included) of the issued shares of the Company;

4. a person who, when acting alone or in concert with others, has de facto control of the Company in any other way.

Chapter 8 Shareholders' Meeting

Article 59 The shareholders' meeting is the organ of authority of the Company and shall exercise its functions and powers in accordance with laws.

Article 60 The shareholders' meeting shall have the following functions and powers:

1. to decide on the Company's operational policies and investment plans;

2. to appoint and replace directors and to decide on matters relating to the remuneration of directors;

3. to appoint and replace supervisors who are shareholders and to decide on matters relating to the remuneration of supervisors;

4. to consider and approve the board of directors' reports;

5. to consider and approve the board of supervisors' reports;

6. to consider and approve the Company's annual preliminary and final financial budgets;

7. to consider and approve the Company's profit distribution plans and loss recovery plans;

8. to pass resolutions on the increase or decrease of the Company's registered capital;

9. to pass resolutions on matters such as merger, division, dissolution, liquidation or change of the corporate form of the Company;

10. to pass resolutions on issuance of bonds of the Company;

11. to pass resolutions on the appointment, dismissal or cessation to extend the term of engagement of the accounting firms of the Company;

12. to amend the Articles of Association;

13. to consider motions made by shareholders holding more than 3% (included) of the total number of voting shares of the Company;

14. to consider the equity incentive scheme;

15. to consider the purchase and sale of major assets, the value of which exceeding 30% of the total assets of the Company as shown in the latest published audited financial statements of the Company;

16. any other matters that shall be decided by resolutions of the shareholders' meeting as required by laws, administrative regulations and the Articles of Association.

The shareholders' meeting may authorize or entrust the board of directors to handle the matters authorized or entrusted thereby as long as it does not violate any relevant laws, regulations or regulatory documents of the PRC and the mandatory requirements set out in the listing rules of the place of listing.

Article 61 Any guarantee provided by the Company to a third party that meets any of the following criteria shall be considered and passed at a shareholders' meeting:

1. any guarantee provided after the aggregate amount of guarantee to third parties provided by the Company and its controlled subsidiaries reaches or exceeds 50% of the net asset of the Company as shown in the latest published audited financial statements of the Company;

2. any guarantee provided after the aggregate amount of guarantee provided by the Company reaches or exceeds 30% of the net asset of the Company as shown in the latest published audited financial statements of the Company;

3. any guarantee provided to a subject whose the asset/debt ratio exceeds 70%;

4. any guarantee in a single transaction, the value of which exceeds 10% of the net asset of the Company as shown in the latest published audited financial statements of the Company;

5. any guarantee provided to a shareholder, actual controller, or a related party thereof;

6. any guarantee that shall be considered and passed at a shareholders' meeting as required by the stock exchange in which the shares of the Company are listed and by the Articles of Association.

The "guarantee provided to a third party" referred to in the Articles of Association means the guarantee provided by the Company to a third party which includes the controlled subsidiary of the Company. The "aggregate amount of guarantee to third parties provided by the Company and its controlled subsidiaries" means the aggregate amount of guarantee provided by the Company to third parties including its controlled subsidiaries, and the guarantee provided by the controlled subsidiaries of the Company to third parties.

When the shareholders' meeting considers any motion regarding providing guarantee to a shareholder, actual controller, or a related party thereof, such shareholder or any shareholder controlled by such actual controller shall not participate in the voting on such motion, and such motion shall pass by approval of a majority of the voting powers held by other shareholders who attend such shareholders' meeting.

Article 62 Unless prior approval in the form of a special resolution is obtained in a shareholders' meeting, the Company shall not enter into any contract with any person other than the directors, supervisors, senior management personnel pursuant to which such person shall be responsible for the management and administration of the whole or any substantial part of the Company's business.

Article 63 Shareholders' meetings are divided into annual general meetings ("**AGM**" or "**annual general meeting**") and extraordinary general meetings. Shareholders' meetings shall be convened by the board of directors. AGMs are held once every fiscal year and within six months from the end of the preceding fiscal year.

The board of directors shall convene an extraordinary general meeting within two months upon the occurrence of any one of the following events:

1. where the number of directors is less than the number stipulated in the *Company Law* or two-thirds of the number specified in the Articles of Association;

2. where the unrecovered losses of the Company amount to one-third of the total amount of its paid-up share capital;

3. where shareholder(s) who holds 10% or more of the Company's issued voting shares make request(s) in writing for the convening of an extraordinary general meeting;

4. whenever the board of directors deems necessary or the board of supervisors so requests;

5. other circumstances provided by laws, administrative regulations, rules of competent authorities, listing rules of the stock exchange where the shares of the Company are listed and the Articles of Association.

Article 64 Unless it can be demonstrated that reasonable written notice can be given in less time, a notice of a shareholders' meeting shall be given at least 21 days before the date of the AGM and at least 14 days before the date of the extraordinary general meeting to all shareholders by the convener.

The notice period is not including the date of the shareholders' meeting and the date of the notice of the meeting.

Article 65 At a shareholders' meeting, the shareholder(s) who holds no less than 3% of all shares of the Company, solely or jointly, are entitled to make interim motion and submit it to the convener in writing 10 days before the date of the shareholders' meeting. The convener shall issue a supplemental notice including the matters of such motion within 2 days upon receipt. Except as stipulated above, the convener shall not make any modification or new proposal to the motions set forth in the issued notice of shareholders' meeting or proposal to new motions.

Motions not set forth in the notice of shareholders' meeting or not conformed to this article shall not be put to vote and be resolved at a shareholders' meeting.

Article 66 The matters not set forth in the notice of shareholders' meeting shall not be resolved at a shareholders' meeting.

Article 67 The notice of a shareholders' meeting shall satisfy the following requirements:

1. it should be in writing;

2. specifies the place, date and time of the meeting;

3. sets out the matters to be discussed at the meeting;

4. provides the shareholders with such information and explanation as necessary to enable the shareholders to make an informed decision on the proposals put before them. This includes (but is not limited to) where a proposal is made to amalgamate the Company with another, to repurchase shares of the Company, to reorganize its share capital, or to restructure the Company in any other way, the terms of the proposed transaction must be provided in detail together with contracts (if any) and the cause and effect of such proposal must be properly explained;

5. contains a disclosure of the nature and extent of the material interests of any director, supervisor, president and other senior management personnel in the proposed transaction and the effect which the proposed transaction will have on them in their capacity as shareholders, if it is different from the effect on the interests of shareholders of the same class;

6. contains the full text of any special resolution to be proposed at the meeting;

7. contains a clear statement that a shareholder entitled to attend and vote at such meeting is entitled to appoint one or more proxies to attend and vote at such meeting on his behalf and that such proxy needs not be a shareholder;

8. specifies the time and place for lodging proxy forms for the meeting;

Article 68 The notice of a shareholders' meeting shall be publicly announced and delivered to the shareholders (whether or not such shareholders are entitled to vote at the shareholders' meeting) by hand or by pre-paid mail to the addresses of the shareholders as shown in the register of shareholders of the Company. For shareholders of Domestic-Invested Shares, the notice of the shareholders' may also be given by way of public announcement.

The public announcement referred to in the preceding paragraph shall be subject to the requirements regarding the notice period for convening a shareholders' meeting set out in Article 64 of the Articles of Association and published in one or more newspapers designated by the CSRC. Once the announcement is made, all the shareholders of Domestic-Invested Shares shall be deemed to have received the notice of the relevant shareholders' meeting.

Article 69 If a notice of meeting is accidentally omitted to be sent to any person who is entitled to receive the same or that person has not received such a notice of meeting, it will not cause the meeting and any resolution made therein to be void.

Article 70 Any shareholder who is entitled to attend and vote at a shareholders' meeting of the Company shall be entitled to appoint one or more persons (whether such person is a shareholder or not) as his proxy or proxies to attend and vote on his behalf, and a proxy so appointed shall be entitled to exercise the following rights pursuant to the authorization from that shareholder:

1. the shareholders' right to speak at the meeting;

2. the right to demand or join in demanding a poll;

3. the right to vote by hand or on a poll, but a proxy of a shareholder who has appointed more than one proxy may only vote on a poll.

Article 71 A shareholder shall entrust a proxy by a written proxy form which shall be signed by such shareholder or an agent entrusted by such shareholder in writing. If the shareholder is a legal person, the power of attorney shall be affixed with its official seal or signed by its director or an agent or other personnel officially entrusted thereby. Such power of attorney shall specify the number of shares held by the shareholder represented by each proxy.

The power of attorney issued by a shareholder to appoint a proxy to attend a shareholders' meeting shall specify the following information:

1. name of the proxy;

2. whether or not such proxy has voting right;

3. instructions on whether to cast affirmative or objective vote, or to waive on each of the matters to be considered and discussed as set forth the shareholders' meeting's agenda;

4. the date of issuance and term of the power of attorney;

5. appointing shareholder's signature or official seal; if such shareholder is a legal person, an official seal shall be affixed thereon;

6. the number of shares held by the shareholder represented by the proxy;

7. if more than one proxy is authorized to represent a shareholder, the number of shares represented by each proxy shall be specified.

Article 72 The proxy form shall be maintained at the Company's residence or such other place as specified in the notice convening the meeting at least 24 hours prior to the commencement of the relevant meeting for which the proxy is entrusted to vote, or 24 hours prior to the scheduled voting time. Where the proxy form is signed by a person authorised by the principal, the power of attorney or other authorization documents shall be notarized. The notarized power of attorney and other

authorization documents, together with the proxy form, shall be maintained at the Company's residence or such other place as specified in the notice convening the meeting. If the appointing shareholder is a legal person, its legal representative or any other representative authorised by its board of directors or by other decision-making body shall attend the shareholders' meeting of the Company on its behalf. Such legal person may execute a proxy form under the hand of a duly authorized officer.

If the shareholder in question is a recognized clearing house defined from time to time in the relevant clauses of Hong Kong laws or the proxy of the clearing house, it may appoint one or more person(s) as it thinks fit to act as its representative(s) at any shareholders' meeting or any class meetings of shareholders. However, if more than one proxy are authorized by the recognized clearing house shall specify the number and class of shares that each proxy represents. Such duly authorized person may represent the clearing house (or its proxy) to attend the meeting(without showing share certificates, notarized authorization and/or further evidence of duly authorization) exercise the same power as if he/she is an individual shareholder of the Company.

Article 73 In any template of proxy form given to a shareholder by the board of directors for the purpose of appointing agents, the shareholders shall be entitled to choose freely whether to instruct its proxy to cast an affirmative or objective vote, and to give instructions on each matter to be voted on in the meeting. It shall be specified in the proxy form that, if the shareholder does not give instructions, the proxy may vote as he thinks fit.

Article 74 In the event that the appointing shareholder is deceased, is incapacitated, revokes his authorization, revokes the authorization to sign proxy form, or if the relevant shares have been transferred, for as long as the Company has not received any written notice in respect of such matters before the commencement of the relevant meeting, the vote casted by the proxy pursuant to the proxy form remains valid.

Article 75 When a proxy attends a shareholders' meeting on behalf of a shareholder, he shall show his identity paper. If a legal person shareholder authorizes its legal representative to attend a shareholders' meeting, such legal representative shall show his identity paper and a copy of notarized power of attorney issued by the board of directors or other organ of power of such legal person shareholder (except for a clearing house or its proxy).

Article 76 Resolutions of shareholders' meetings are divided into ordinary resolutions and special resolutions.

An ordinary resolution shall be passed by majority of votes held by the shareholders (including their proxies) present at the shareholders' meeting. A special resolution shall be passed by more than two-thirds of all votes held by the shareholders (including their proxies) present at the shareholders' meeting.

Article 77 A shareholder (including its proxy), when voting at a shareholders' meeting, may exercise such voting rights as are attached to the voting shares which he represents. Each share shall have one vote.

In the event that any shareholder is required by the *Listing Rules* to waive his voting right or is limited to an affirmative or objective vote on certain matter, such shareholder shall waive his voting right or vote in compliance with such requirements. Any vote casted by such shareholder or his proxy in violation against such requirement or limitation shall not be counted into the poll.

Article 78 Unless any of the following persons requires a vote by casting votes prior to or after voting by hand, a shareholders' meeting shall vote by hand:

1. chairman of the meeting;

2. at least two shareholders present in person or by proxy and being entitled to vote;

3. one or more shareholders present in person or by proxy and holding more than 10% of all voting shares present at the meeting solely or jointly.

Unless a poll is demanded, a declaration by the chairman that a resolution has been passed on a show of hands and the record of such in the minutes of the meeting shall be conclusive evidence of the passing of such resolution. There is no need to prove the number or proportion of votes in favor of or against such resolution.

The demand for a poll may be withdrawn by the person who demands the same.

Article 79 A poll demanded to decide on the chairman of the meeting, or to adjourn the meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any other business may be proceeded with, pending the taking of the poll. The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Article 80 On a poll taken at a meeting, a shareholder (including a proxy) entitled to two or more votes need not cast all his votes in the same way.

Article 81 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall have one additional vote.

Article 82 The following matters shall be resolved by an ordinary resolution at a shareholders' meeting:

1. work reports of the board of directors and the board of supervisors;

2. profit distribution plans and loss recovery plans formulated by the board of directors;

3. appointment and removal of members of the board of directors and supervisors assumed by non-representatives of the employees, remuneration for directors and supervisors and manner of payment;

4. annual preliminary and final budgets, balance sheets and profit and loss accounts and other financial statements of the Company;

5. matters other than those which are required by law and administrative regulations or by the Articles of Association to be adopted by special resolution.

Article 83 The following matters shall be resolved by a special resolution at a shareholders' meeting:

1. the increase or decrease of share capital and the issue of shares of any class, warrants and other similar securities;

2. the issue of debentures of the Company;

3. the division, merger, dissolution, liquidation or change of corporate form of the Company;

4. amendment to the Articles of Association;

5. any purchase or disposal of substantial assets made or guarantee provided by the Company within one year, the amount of which exceeds 30% of the total assets as presented in the latest audited financial statements of the Company;

6. any other matters required by law, administrative regulations or the Articles of Association, and those considered by the shareholders in shareholders' meeting and resolved by way of an ordinary resolution, to be of a nature which have a material impact on the Company and should be adopted by special resolutions.

Article 84 An extraordinary general meeting or class meeting convened upon the request of shareholders shall be conducted in accordance with the following procedures:

1. the shareholders who solely or jointly hold more than 10% (included) of the shares with voting power at the proposed meeting may sign one or more written request of the same form, requesting the board of directors to convene an extraordinary general meeting or class meeting, and specify the topics of such meeting. The board of directors shall convene an extraordinary general meeting or class meeting as soon as possible upon its receipt of such written request. The number of shares held by the shareholders aforementioned shall be calculated on the date of such written notice.

2. If the board of directors does not issue the meeting notice within 30 days upon its receipt of the abovementioned request, the requesting shareholders may convene such meeting by themselves within 4 months upon the receipt of such request by the board of directors. The convening procedures shall be as similar to those of convening a shareholders' meeting by the board of directors as possible.

If shareholders convene and hold a meeting themselves because the board of directors failed to hold such meeting pursuant to a request as mentioned above, the reasonable expenses incurred by such shareholders shall be borne by the Company and shall be deducted from the sums owed by the Company to the negligent directors.

Article 85 The shareholders' meeting shall be convened by the directors and presided and chaired by the chairman of the board of directors; if the chairman cannot attend the meeting, the board of directors may appoint a director to convene and chair the meeting on their behalf; if no chairman of the meeting is appointed, the shareholders attending such meeting may elect one person to act as chairman of the meeting. If, for any reason, the shareholders cannot elect a chairman of the meeting, the position shall be assumed by the shareholder (including a proxy) present at the meeting who the most shares with voting rights.

Article 86 The chairman of the shareholders' meeting shall be responsible for determining whether a resolution has been passed. His decision, which shall be final and conclusive, shall be announced at the meeting and recorded in the minutes.

Article 87 If the chairman of the meeting has any doubt as to the result of a resolution which has been put to vote at a shareholders' meeting, he may have the votes counted. If the chairman of the meeting has not counted the votes, any shareholder who is present in person or by proxy and who objects to the result announced by the chairman of the meeting may, immediately after the declaration of the result, demand that the votes be counted and the chairman of the meeting shall have the votes counted immediately.

Article 88 If votes are counted at a shareholders' meeting, the result of the count shall be recorded in the minutes.

All resolutions passed over the matters considered at a shareholders' meeting shall be made into meeting minutes which shall be signed by the directors present at the meeting. The meeting minutes, along with the signing book of the shareholders present and the proxy forms for shareholders attending by proxy, shall be kept at the residence of the Company.

The meeting minutes shall include the following information:

1. time, location, and agenda of the meeting, and name of the convener;

2. the names of the chairman of the meeting, and the directors, supervisors and senior management personnel present or observing the meeting;

3. the number of shareholders (including holders of Domestic-Invested Shares and Overseas-Listed Foreign-Invested Shares, if any) and proxies, the aggregate number of shares with voting power, and the proportion they take respectively in the total shares of the Company;

4. the consideration process, major points of speech, and voting results of each motion considered;

5. queries and suggestion made by shareholders, and response and explanation thereto;

6. names of the people who count the votes and supervise the voting;

7. any other information that shall be kept in the meeting minutes as provided in the Articles of Association.

Article 89 The convener of the meeting shall guarantee that the contents thereof are truthful, accurate and complete. All directors, supervisors, secretary of the board, convener or his representative, and chairman of the meeting shall sign the meeting minutes. The meeting minutes shall be kept for no less than 10 years, along with the signing book of the shareholders present, the proxy forms for shareholders attending by proxy, valid data of voting on internet or by other means.

Article 90 The shareholders may review the photocopies of the minutes of shareholders' meetings at business hour for free. The Company shall provide the photocopies of such meeting minutes within 7 days upon receipt of reasonable fees upon any shareholder's request for such photocopies of meeting minutes.

Chapter 9 Special Procedures for Voting at Class Meetings

Article 91 The shareholders who hold different classes of shares are class shareholders.

Class shareholders shall enjoy rights and assume obligations in accordance with laws, administrative regulations and the Articles of Association. Where the capital of the Company includes shares without voting rights, the words "non-voting" shall appear in the designation of such shares.

Where the equity capital of the Company includes shares with different voting rights, the designation of each class of shares, other than those with the most favorable voting rights, must include the words "restricted voting" or "limited voting".

Article 92 Rights conferred on any class of shareholders ("**Class Rights**") may not be varied or cancelled save with the approval of a special resolution of shareholders in a shareholders' meeting and by holders of shares of that class at a separate meeting conducted in accordance with Articles 94 to 98 hereof. The quorum of such class meetings (other than an adjourned continued meeting) shall be holders of at least one-third of this class of shares issued and allotted.

Article 93 The following circumstances shall be deemed to be variation or cancellation of the rights attaching to a particular class of shares:

1. to increase or decrease the number of shares of that class, or to increase or decrease the number of shares of a class having equal or better voting, distribution or other rights to those of shares of that class;

2. to exchange all or part of the shares of that class for shares of another class or to exchange or to create a right to exchange all or part of the shares of another class for shares of that class;

3. to remove or reduce rights to accrued dividends or to cumulative dividends attaching to shares of that class;

4. to reduce or remove preferential rights attaching to shares of that class to receive dividends or to the distribution of assets in the event that the Company is liquidated;

5. to add, remove or reduce conversion privileges, options, voting rights, transfer or pre-emptive rights, or rights to acquire securities of the Company attaching to shares of that class;

6. to remove or reduce rights to receive payment from the Company in specific currencies attaching to shares of that class;

7. to create a new class of shares having equal or better voting, distribution or other rights to those of the shares of that class;

8. to impose or increase restrictions on the transfer of ownership of shares of that class;

9. to issue rights to subscribe for, or to convert the existing shares into, shares in the Company of that class or another class;

10. to increase the rights or privileges of shares of another class;

11. to restructure the Company in such a way so as to result in the disproportionate distribution of obligations between the various classes of shareholders;

12. to vary or abrogate the provisions of this Chapter.

The conversion of Domestic-Invested Shares into Overseas-Listed Foreign-Invested Shares and the listing and trading of all or part of the Overseas-Listed Foreign-Invested Shares converted from the Domestic-Invested Shares on overseas stock exchange shall not be deemed to be a proposal of variation or cancellation of the rights attaching to a particular class of shares.

Article 94 Affected class shareholders, whether or not otherwise having the right to vote at shareholders' meetings, have the right to vote at class meetings in respect of matters concerning sub-paragraphs 2 to 8, 11 and 12 of Article 93 hereof, but interested shareholder(s) shall not be entitled to vote at such class meetings.

"Interested shareholder(s)", as such term is used in the preceding paragraph, means:

1. in the case of a repurchase of shares by way of a general offer to all shareholders of the Company or by way of an on-market repurchase pursuant to Article 29, an interested shareholder is a "controlling shareholder" as defined in Article 58;

2. in the case of a repurchase of shares by an off-market agreement pursuant to Article 29 hereof, a holder of the shares to which the proposed agreement relates;

3. in the case of a restructuring of the Company, a shareholder who assumes a relatively lower proportion of obligations than the obligations imposed on shareholders of the same class under the proposed restructuring or who has an interest in the proposed restructuring different from the general interests of the shareholders of that class.

Article 95 Resolutions of a class of shareholders shall be passed by votes representing more than two-thirds of the voting rights of shareholders of that class represented at the relevant meeting who, according to Article 94, are entitled to vote.

Article 96 A notice of a class meeting shall be given to all shareholders who are registered as holders of that class in the register of shareholders subject to the requirements of the notice period for convening a shareholders' meeting set out in Article 64 of the Articles of Association. Such notice shall give such shareholders notice of the matters to be considered at such meeting, the date and the place of the class meeting.

If the listing rules of the place of listing have special requirement, such requirement shall prevail.

Article 97 Notice of class meetings need only be served on shareholders entitled to vote at the meetings.

Class meetings shall be conducted in the same manner as shareholders' meetings, to the extent possible. The provisions of the Articles of Association relating to procedures of shareholders' meetings are also applicable to class meetings.

Article 98 Apart from the holders of other classes of shares, the holders of non-overseas-listed Domestic-Invested Shares and holders of Overseas-Listed Shares shall be deemed to be holders of different classes of shares.

The special procedures for approval by a class of shareholders shall not apply in the following circumstances:

1. where the Company issues, upon the approval by special resolution of its shareholders in a shareholders' meeting, either separately or concurrently once every 12 months, not more than 20% of each of its existing issued Domestic-Invested Shares and Overseas-Listed Foreign-Invested Shares;

2. where such shares belong to the Company's plan to issue Domestic-Invested Shares and Overseas-Listed Foreign-Invested Shares at the time of its establishment is carried out within 15 months from the date of approval of the securities regulatory authorities of the State Council; and

3. where the non-listed shares of the Company, upon the approval of the regulatory authorities delegated by the State Council and overseas securities regulatory authorities (if applicable), are listed and traded on overseas stock exchange.

Chapter 10 Party Committee of the Company

Article 99 In accordance with the requirements of the Constitution of the Communist Party of China, the Company shall establish an organization of Communist Party of China (the "**Party**"), with the committee of the Party assuming leadership function to guide the direction, oversee the overall situation, and ensure implementation. The Company shall establish operational bodies for the Party to conduct its activities.

The Company shall provide the essential conditions for the normal conduct of activities by the organization of the Party, including allocating an adequate number of personnel for the affairs of the Party and securing the necessary funding for its operations.

Chapter 11 Board of Directors

Article 100 The Company shall set up the board of directors which shall consist of 9 directors, the majority of which shall be outside directors. The board of directors shall have 1 chairman and 8 directors.

Article 101 Directors shall be elected at the shareholders' meeting and each has a term of 3 years. Upon the expiry of the term of office of a director, the term is renewable upon re-election, unless the laws, regulations, the Articles of Association and the listing rules of the place of listing provide otherwise.

The shareholders' meeting shall not dismiss any director without valid reasons prior to the expiry of his service term. The Company may have independent directors based on its needs, who shall be nominated by shareholders holding more than 1% of the Company's shares, and shall be elected and replaced by the shareholders' meeting. Each independent director shall have a term of 3 years, which can be extended upon reelection.

Provided that the relevant laws and administrative regulations are observed, a director whose term of office has not yet expired may be removed in shareholders' meeting by way of ordinary resolution (but the right to lodge a claim under any contract is not affected).

Provided that the relevant laws, regulations and supervisory rulings of the place of listing are observed, if the board of directors appoint a new director to take a temporary vacancy at the board, such appointed director's term shall expire at the first AGM of the Company after his appointment, and is entitled to reelection. If the board of directors increase a seat thereof and appoint a new director to take such seat, such appointed director's term shall expire at the next AGM, and is entitled to reelection.

The written notices regarding the intention to nominate a director and candidate's intention to accept the nomination shall be delivered to the Company at least 7 days prior to the shareholders' meeting (such 7-day period shall commence no earlier than the second day after the meeting notice specifying such election, and shall end no later than 7 days prior to the commencement of such shareholders' meeting.)

The chairman of the board of directors shall be elected or dismissed by a majority of all directors. The term of office of the chairman of the board of directors shall be 3 years, which may be extended upon reelection thereof.

The directors do not have to hold any share of the Company.

The board of directors shall have no less than one-third, and no less than 3 independent non-executive directors, at least one of which shall have proper professional qualification, or expertise in accounting or financial management. In the event that any independent non-executive director becomes non-compliant with the requirement on independency, or other situation occurs which makes it inappropriate for him to act as an independent non-executive director, and consequently results in the number of independent non-executive directors fall below the number as required by the Articles of Association, the Company shall make up such number pursuant to the relevant provisions.

At least one independent non-executive director of the Company shall reside in Hong Kong.

Article 102 The board of directors is responsible to the shareholders' meeting, and exercise the following functions and duties:

1. to be responsible for the convening of the shareholders' meetings and to report on its work to the shareholders in shareholders' meetings;

2. to implement the resolutions passed by the shareholders in shareholders' meetings;

3. to determine the Company's business plans and investment proposals;

4. to formulate the Company's annual preliminary and final financial budgets;

5. to formulate the Company's profit distribution proposal and loss recovery proposal;

6. to formulate proposals for the increase or decrease of the Company's registered capital and for the issue bonds;

7. to formulate plans for merger, division, dissolution or change of the corporate form of the Company;

8. to decide the on the Company's internal management structure;

9. to hire or dismiss the general manager and secretary of the board of directors, and hire or dismiss the other senior management personnel (including the chief financial officer), and decide on their remuneration;

10. to formulate the general management policies of the Company;

11. to formulate the plan to amend the Articles of Association;

12. to formulate plans for the purchase and sale of major assets and repurchase of shares of the Company;

13. to determine the investments, purchase or sale of assets, financing, connected transactions and other matters which are required to be determined by the board of directors by relevant laws, regulations and other regulatory documents and the Listing Rules;

14. to manage the disclosure of the information of the Company subject to the requirements of the relevant laws, regulations and other regulatory documents, Listing Rules, Articles of Association and internal rules of the Company;

15. to determine other major matters of the Company except for the matters shall be resolved by a resolution at a shareholders' meeting subject to the requirements of the relevant laws, regulations and other regulatory documents, Listing Rules and Articles of Association;

16. other functions and duties authorized by the relevant laws, regulations and other regulatory documents, Listing Rules, Articles of Association and the shareholders' meeting.

For the purposes of passing resolutions by the board of directors for the matters set forth above, affirmative votes by more than two-thirds of the directors are required for all the Items except for Items 6, 7 and 11, and for any other matters, affirmative votes by a majority of the directors are required.

In the event of vacancy at the board of directors, if the remaining number of directors falls below the number as required in the *Company Law* or less than two-third of the number provided in the Articles of Association, the board of directors is entitled to appoint any person to act as a director to fill in such vacancy. The term of such temporary director shall last till the first AGM after his appointment, and is entitled to re-election.

Article 103 The board of directors shall establish audit committee, remuneration and appraisal committee, and nomination committee, and may establish other special committees, to provide consultation and suggestion on major decisions for the board.

All special committees are responsible to the board of directors, and shall be consisted of directors. All members on the audit committee shall be independent directors, and the audit committee shall have at least 3 members, the majority of which shall be the independent non-executive directors, and at least one member shall be an independent non-executive director with the appropriate professional qualifications as required by *the Listing Rules*, or expertise in accounting or financial management. The chairman of the audit committee shall be an independent non-executive director. The chairman of the nomination committee shall be the chairman of the board or an independent non-executive director, and the majority of which shall be independent non-executive directors. The board of directors may establish other special committees or adjust any existing committee. The board of directors shall formulate the detailed rules regarding the responsibilities, procedures and other matters of the special committees.

Article 104 The board of directors shall not dispose of or agree to dispose of any fixed assets without approval by the shareholders' meeting if the sum of the expected value of the fixed assets to be disposed of and the value derived from the disposal of fixed assets within four months before such proposed disposal of the fixed assets exceeds 33% of the value of the fixed assets as shown on the latest balance sheet considered and approved at the shareholders' meeting.

"Disposal of fixed assets" mentioned herein include transfer of certain asset interests, but do not include provision of security interests by pledge of fixed assets.

The effectiveness of the Company's disposal of fixed assets shall not be affected by any breach of the foregoing provisions in Paragraph 1 of this Article.

Article 105 The chairman of the board of directors shall exercise the following functions and duties:

1. to preside over shareholders' meetings and to convene and preside over meetings of the board of directors;

2. to review the implementation of resolutions passed by the board of directors;

3. to sign the bonds issued by the Company;

4. to exercise other functions and duties conferred by the board of directors.

When the chairman of the board of directors cannot exercise his functions and duties, a majority of the directors shall jointly recommend a director to exercise his functions and duties.

Article 106 The board meeting shall be convened at least twice a year by the chairman. Meeting notices shall be delivered by hand, mail, fax, or email to all directors and supervisors 10 days prior to the meeting.

Article 107 A board meeting shall be held only if a majority of all the directors (including any director who has authorized other directors in writing to attend the meeting on behalf of him) are present.

Each director shall have one vote. Resolutions made by the board of directors shall be approved by a majority of all the directors, unless the laws, regulations and the Articles of Association provide otherwise.

In the event of a deadlock between the affirmative and objective votes, the chairman is entitled to an additional vote.

Article 108 The directors shall attend the board of directors' meeting in person. In the event that a director is unable to attend the meeting for any reason, he may appoint in writing another director to attend on his behalf. The power of attorney shall specify the scope of authorization.

The director who attends the meeting on behalf of another director shall exercise the right of the director within the scope of authorization. If any director fails to attend the board meeting, nor does he authorize a proxy to attend on his behalf, such director shall be deemed to have waived his voting rights at that meeting.

If any director or his close associate (as defined in *the Listing Rules)* has any interests in any matter to be resolved at a board meeting such director shall excuse himself and shall not vote thereon. Such director shall not be counted for the purpose of the quorum of this meeting.

Except for the exception permitted by the Listing Rules or the Hong Kong Stock Exchange, a director shall not vote on any contract or arrangement or other suggested matters to be resolved by the board in which he holds, by himself or through his close associates (as defined in *the Listing Rules)*, major interests, nor shall he exercise any voting rights on behalf of another director. Such board meeting may be convened when a majority of directors with no relation thereto are present (the related directors shall not be counted for calculation of quorum). The resolutions made at such board meetings shall pass with affirmative votes by a majority of non-related directors. If the number of non-related directors present at such board meeting is less than 3, such matter shall be submitted to the shareholders' meeting for consideration.

When considering any transaction involving any controlling shareholder of the Company or any close associate thereof the Company or any of its subsidiaries, a director of the Company who also acts as director and/or senior management personnel any controlling shareholder or its subsidiaries (excluding the Company or the subsidiaries thereof) shall not have the voting right thereon, and shall not be counted for calculation of quorum.

If the quorum cannot be met due to the reasons mentioned above for a board meeting, such matters shall be submitted to the shareholders' meeting for consideration.

The "controlling shareholder", "subsidiaries" and "close associates" shall have the definition as provided in *the Listing Rules*. If the board of directors believes that any major shareholder (as defined in *the Listing Rules)* or director has conflict of interests with respect to any matter to be considered, such matter shall not be handled by circulation of documents or by a committee under the board (except for a committee established specifically for this matter by resolution of the board). Instead, the board of directors shall hold a board meeting for such matter. The independent non-executive directors who have no major interest in such matter, either by himself or through his close associate (as defined in *the Listing Rules)* shall attend such board meeting.

Article 109 Matters determined in a board meeting shall be recorded in minutes of meetings. Minutes of meetings shall be signed by directors attending such meetings and the recorder. Directors shall be responsible to board resolutions. If a board resolution is against the law, administrative rules or these Articles of Association and resolutions of the shareholders' meetings, which causes the Company to suffer any loss, the directors who participate in voting shall assume the liability to compensate the Company; directors who have been proved as having expressed dissenting opinions on the resolution during the voting as recorded in the minutes of meeting shall be exempted from liability.

Article 110 A director may resign before his term of office expires. The resigning director shall tender a written resignation to the board of directors in writing. The board of directors shall disclose such situation within 2 days. If the resignation by a director will result in the number of directors falling below the legal minimum, the resignation of such director shall not take effect until a new director is appointed to take up the vacancy. The other directors shall convene a shareholders' meeting as soon as possible to elect such new director. Other than the aforementioned situation, the resignation of such director shall take effect upon its delivery to the board.

Article 111 Upon the resignation of or expiration of term of a director, he shall properly hand over all his work to the board of directors, and his fiduciary duties against the Company and the shareholders shall not terminate immediately, but shall survive for 2 years. His confidential obligations over the trade secrets of the Company shall also survive upon his resignation or expiration of term of office until such trade secrets become public information. The terms of his other obligations thereafter shall be decided based on the principle of fairness, depending on the period between the time an event occurred and the time of his departure from office, and the situation and conditions under which his relationship with the Company is terminated.

Article 112 Unless legally authorized under the Articles of Association or by the board of directors, no director shall be entitled to act by himself on behalf of the Company or the board. If a third party may reasonably believe that such director is acting on behalf of the Company or the board when he is actually acting by himself, such director shall explicitly declare his status and standing.

Article 113 If the board carries out any of its functions and duties in violation to the laws, administrative regulations, departmental regulations or the provisions of the Articles of Association, which causes losses to the Company, the board shall be liable for such losses.

Chapter 12 Secretary of the Board of Directors

Article 114 The Company shall have one secretary of the board of directors, who shall be hired or dismissed by the board. The secretary of the board shall be one of the senior management personnel.

Article 115 The secretary of the board shall be a natural person with necessary professional knowledge and experience, and shall be appointed by the board. His main duties are:

1. to ensure that the Company has complete organization documents and records;

2. to ensure that the Company legally prepares and submits reports and documents as required by the regulatory authorities;

3. to ensure that the register of shareholders of the Company is properly maintained and that the persons who have the right of access to the relevant documents and records of the Company can obtain the same in a timely manner;

4. to organize and prepare for the board meetings and shareholders' meetings, prepare the meeting materials, arrange for logistics, be responsible for meeting records, ensure the accuracy of such records, keep the meeting documents and records, and actively beware of the execution of the resolutions; and report to the board regarding any major issues in such execution and provide suggestions;

5. to ensure that the major matters decided by the board of directors are carried out strictly per procedures; to attend and organize the consultation and analysis on the matters considered by the board, and provide relevant advice and suggestions; to carry out the daily work entrusted by the board and its committees;

6. to act as the liaison between the Company and the securities supervisory authorities, to be responsible for organizing, preparing and delivering in time to the authorities the documents they require, and to be responsible for accepting the duties assigned by the authorities, and organizing the accomplishment thereof;

7. to coordinate and organize the information disclosure of the Company, to set up the information disclosure system, to attend all meetings of the Company regarding information disclosure, and to beware of all major business decisions and relevant information on time;

8. to be responsible for keeping the sensitive information regarding the Company's share price confidential, and formulate effective confidentiality system and measures; in the event of any disclosure of sensitive information regarding the Company's share price for whatever reason, to take all remedies necessary, explain and clarify the situation in time, and notify the overseas securities supervisory authorities of the place of listing and the CSRC;

9. to be responsible for coordination of marketing and promotion, receiving visitors, handling relationship with investors, keeping communication with the investors and agencies, coordinating the responses to questions from the public, and ensuring that the investors receive the information disclosed by the Company in time;

10. to be responsible for keeping and maintaining the register of shareholders data, register of directors, the number of shares held by major shareholders and data records of the shares held by the directors, and the list of beneficiaries of the securities issued and allotted by the Company;

11. to assist the directors and the general manager in duly complying with the domestic and overseas laws, regulations, the Articles and Association, and the relevant resolutions in their performance of their duties, and to be obligated to notify and is entitled to truthfully report to the CSRC and other supervisory authorities of the relevant situation;

12. to coordinate the provision of necessary information and data to the board of supervisors and other approving authorities for their performance of the supervisory duties, to assist the investigation on the performance by the chief financial officers, directors and general manager of their fiduciary duties;

13. any other duties as authorized by the board of directors, and required by the laws of the place of listing or by the relevant provisions of the stock exchange.

Article 116 A director of other senior management personnel may also take the position as the secretary of the board of directors. The accountants of the accounting firms engaged by the Company shall not take such position.

If the secretary of director is a director of the Company, and if an action shall be taken in the capacities as the director and as the secretary of the board separately, such person shall not take such action in both such capacities.

Article 117 The directors, general manager and internal departments of the Company shall support the secretary of the board in legally performing his duties, and provide necessary guarantee in department structure, personnel and finance. All relevant departments of the Company shall actively coordinate with the secretary of the board's work.

Chapter 13 Secretary of the Company

Article 118 The Company shall hire a secretary of the Company, and ensure good communication among the directors, and comply with the policies and procedures of the board of directors. The secretary of the Company shall report to the chairman of the board of directors and/or the general manager, and provide their opinions to the board on the management of the Company, and arrange the entry training and professional development.

Article 119 The selection, engagement or dismissal of the secretary of the Company shall be approved by the board directors, the decision of which shall be made at a board meeting instead of by written resolution. The secretary of the Company shall be an individual recognized by the Hong Kong Stock Exchange as competent to perform their duties with respect to academics, professional qualification or experience. The Company may select the secretary of the Company from its employees who are familiar with the daily business of the Company, or engage an outside service agency to take such position. If the Company engages an outside service agency to act as the secretary of the Company, the Company shall appoint one of the senior management personnel to act as the liaison with such agency.

Article 120 The secretary of the Company shall participate no less than 15 hours' professional training each fiscal year.

Article 121 All directors of the Company may obtain opinion from and services provided by the secretary of the Company, to ensure the compliance with the procedures of the board and all laws, regulations and codes.

Chapter 14 General Manager of the Company

Article 122 The Company shall have one general manager who shall be hired or dismissed by the board of directors. The term of office of the general manager shall be 3 years, and may be extended.

Article 123 The general manager may resign before the expiration of his term of office. The procedures and methods of the resignation of the general manager shall be set forth in the employment agreement between the general manager and the Company.

Article 124 The general manager shall be responsible to the board of directors, and shall perform the following duties:

1. to preside over the operation, business and management of the Company, to organize the implement of the board resolutions;

2. to organize the implement of the annual business plans and investment proposals;

3. to formulate the internal managerial organs structuring plans;

4. to formulate the basic management systems of the Company;

5. to formulate the basic regulations of the Company;

6. to propose the hire or dismissal of the other senior management personnel of the Company (including the person in chief financial officer);

7. to hire or dismiss the management personnel other than those that shall be hired and dismissed by the board of directors;

8. any other duties authorized by the Articles of Association and the board of directors.

Article 125 The general manager may attend the board meeting, but if he is not also a director of the Company, he does not have voting rights thereon.

Article 126 The general manager shall be subject to fiduciary and diligent obligations in accordance with the laws, administrative regulations and the Articles of Association in performing his duties.

Chapter 15 Board of Supervisors

Article 127 The Company shall have a board of supervisors.

Article 128 The board of supervisors shall compose of 5 supervisors, the majority of which shall be outside supervisors. The board of supervisors shall have 2 independent supervisors. The board of supervisors shall have 1 chairman. The term of office of a supervisor shall be 3 years, which may be extended upon reelection.

The board of supervisors shall have certain percentage of representatives of the shareholders and representatives of the employees of the Company, among which the representatives of the employees shall not be less than one-third of all supervisors. Employee representative supervisors shall be elected and dismissed through the employee representatives meetings, employee meetings or through other forms of democratic election.

The election and dismissal of the chairman of the board of supervisors shall be determined by no less than two-thirds of the supervisors. The chairman of the board of supervisors shall convene and preside over the board meeting. If the chairman cannot or fails to perform his duties, a majority of the supervisors shall jointly recommend a supervisor to convene and preside over the board meeting.

If a reelection is not held in time upon the expiration of the term of office of a supervisor, or a supervisor resigns during his term of office which result in the number of supervisors falling below the legal minimum, such supervisor shall continue to perform his duties pursuant to the laws, administrative regulations and the Articles of Association before the new supervisor takes office.

Article 129 A director and senior management personnel may not act concurrently as a supervisor.

Article 130 The board of supervisors meeting shall convene at least once every 6 months. Any supervisor may propose to hold a temporary board of supervisors meeting. If the chairman cannot or fails to perform his duties, a majority of the supervisors shall jointly recommend a supervisor to convene and preside over the board meeting. A written meeting notice shall be delivered 10 days prior to the commencement of a regular meeting, and 5 days prior to a temporary meeting.

Article 131 The board of supervisors shall be responsible to the shareholders' meeting, and perform the following functions and duties in compliance with the law:

1. to review the Company's financial position;

2. to supervise the directors, senior management personnel to ensure that they do not act in contravention of any law, regulation or these Articles of Association;

3. to demand the directors or the senior management personnel to rectify their error if they have acted in a harmful manner to the Company's interest;

4. to check and inspect the financial information such as the financial report, business report and plans for distribution of profits to be submitted by the board of directors to the shareholders' meetings, and to engage, in the Company's name, certified public accountants and practicing auditors to assist in the review on such information should any doubt arise in respect thereof;

5. to propose to convene an extraordinary general meeting, where the board of directors fails to perform the duties in relation to convene or chair a shareholders' meeting as required by *the Company Law*, to convene and chair the shareholders' meeting;

6. to represent the Company in negotiations with or in bringing actions against a director or senior management personnel pursuant to Article 151 of *the Company Law*;

7. any other functions and duties authorized by the shareholders' meeting.

The supervisors may attend the meetings of the board of directors.

The board of supervisors formulate its rules of procedures, specifying the discussion and voting procedures, to ensure the efficiency and scientific decision-making of the board of supervisors. The convening and voting procedures of the board of supervisors meeting shall be specified in its rules of procedures. The resolutions of the board of supervisors shall be approved by more than two-thirds of the supervisor. The rules of procedures shall be formulated by the board of supervisors and approved by the shareholders' meeting.

The resolutions passed at the board of supervisors meeting shall be made into meeting minutes which shall be signed by the supervisors present. Any supervisor is entitled to request that certain explanatory notation regarding his speech at the meeting. The meeting minutes of the board of supervisors meeting shall be kept as the Company's archives for at least 10 years.

The meeting notice shall include the following information:

1. the date, place and time period of the meeting;

2. the matters and topics;

3. the date on which the notice is delivered.

Article 132 All reasonable fees incurred in respect of the engagement of professionals (such as lawyers, certified public accountants or practicing auditors) which are required by the supervisory committee in the exercise of its functions and powers shall be borne by the Company.

All reasonable fees incurred from the supervisors' participating the meeting of the board of supervisors shall be borne by the Company, including the transportation from where the supervisor resides and the venue of the meeting (if such meeting is held away from the place where the supervisor resides), food and accommodation, lease for the meeting venue, and local transportation, etc.

Article 133 A supervisor shall carry out his duties faithfully in accordance with laws, administrative regulations and these Articles of Association.

Chapter 16 Qualifications and Obligations of the Company's Directors, Supervisors and Senior Management Personnel

Article 134 A person may not serve as director or senior management personnel of the Company if any of the following circumstances applies:

1. a person who does not have or who has limited capacity for civil conduct;

2. a person who has been found guilty of for corruption, bribery, infringement of property or misappropriation of property or other crimes which destroy the social economic order, and not more than five years have lapsed since the sentence was served or a person who has been deprived of his political rights and not more than five years have lapsed since the sentence was served;

3. a person who is a former director, factory manager or manager of a company or enterprise which has been dissolved or put into liquidation as a result of mismanagement and who was personally liable for the winding up of such company or enterprise, where less than three years have elapsed since the date of completion of the insolvent liquidation of the company or enterprise;

4. a person who is a former legal representative of a company or enterprise the business license of which was revoked due to violation of law and who are personally liable therefore, where less than three years have elapsed since the date of the cancellation of the business license;

5. a person who has a relatively large amount of debts which have become due and outstanding;

6. a person who is currently under investigation by the judicial authorities for violation of criminal law;

7. a person who, according to laws and administrative regulations, or regulations of the competent authorities cannot act as a leader of an enterprise;

8. a person other than a natural person;

9. a person who has been adjudged by the competent authority for violation of relevant securities regulations and such conviction involves a finding that such person has acted fraudulently or dishonestly, where not more than five years have lapsed from the date of such conviction.

Article 135 The validity of an act carried out by a director, a supervisor, a senior management personnel of the Company on behalf of the Company shall, as against a bona fide third party, not be affected by any irregularity in his office, election or any defect in his qualification.

Article 136 In addition to the obligations imposed by laws, administrative regulations or the listing rules of the stock exchange on which shares of the Company are listed, each of the Company's directors, supervisors and senior management personnel owes a duty to each shareholder, in the exercise of the duties and powers which the Company has entrusted to him:

1. not to procure the Company to do anything ultra vires to the scope of business as stipulated in its business license;

2. to act honestly and in the best interests of the Company;

3. not to expropriate the Company's property in any way, including (without limitation to) usurpation of opportunities which may benefit the Company;

4. not to deprive of the individual interest of shareholders, including (without limitation to) rights to distribution and voting rights, save and except pursuant to a restructuring of the Company which has been submitted to the shareholders in shareholders' meeting for approval in accordance with these Articles of Association.

Article 137 Each of the Company's directors, supervisors, and senior management personnel owes a duty, in the exercise of his rights and in the performance of his duties, to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Article 138 Each of the Company's directors, supervisors, and senior management personnel shall exercise his rights or perform his duties in accordance with the fiduciary principle, and shall not put himself in a position where his duty and his interest may conflict. This principle includes (without limitation to) discharging of the following obligations:

1. to act bona fide in the best interests of the Company;

2. to act within the scope of his powers and not to exceed such powers;

3. to exercise the discretion vested in him personally and not to allow himself to act under the control of another and, unless and to the extent permitted by laws, administrative regulations or with the informed consent of shareholders given in a shareholders' meeting, not to transfer the power to exercise his discretion to others;

4. to treat shareholders of the same class equally and to treat shareholders of different classes fairly;

5. unless otherwise provided for in these Articles of Association or except with the informed consent of the shareholders given in a shareholders' meeting, not to enter into any contract, transaction or arrangement with the Company;

6. not to use the Company's property for his own benefit, without the informed consent of the shareholders given in a shareholders' meeting;

7. not to abuse his position to accept bribes or other illegal income or expropriate the Company's property in any way, including (but not limited to) opportunities which benefit the Company;

8. not to accept commissions in connection with the Company's transactions, without the informed consent of the shareholders given in a shareholders' meeting;

9. to comply with these Articles of Association, to perform his duties faithfully, to protect the Company's interests and not to exploit his position and power in the Company to advance his own interests;

10. not to compete with the Company in any way, save with the informed consent of the shareholders given in a shareholders' meeting;

11. not to misappropriate the Company's funds or to lend such funds to any other person, not to use the Company's assets to set up deposit accounts in his own name or in the any other name or to use such assets to guarantee the debts of a shareholder of the Company or any other personal liabilities;

12. not to divulge any confidential information which he has obtained during his term of office, without the informed consent of the shareholders in a shareholders' meeting; nor shall he use such information otherwise than for the Company's benefit, unless disclosure of such information to the court or other governmental authorities is made in the following circumstances:

    (1) disclosure is required by law;

    (2) public interests so require;

    (3) the interests of the relevant director, supervisor, or senior management personnel so requires.

Any income obtained by any person provided in this Article in violation of the provision thereof shall belong to the Company, and such person shall compensate all losses suffered by the Company due to such violation.

Article 139 Each director, supervisor, senior management personnel of the Company shall not direct the following persons or institutions (for the purpose of the Articles of Association, "**associates**") to act in a manner which a director, supervisor or senior management personnel is prohibited from so acting:

1. the spouse or minor children of the director, supervisor, or senior management personnel of the Company;

2. the trustee of the director, supervisor, senior management personnel or trustee of any person described in Paragraph 1 above;

3. partners of directors, supervisors, senior management personnel or any person referred to in Paragraphs 1 and 2 above;

4. a company in which a director, supervisor, senior management personnel, whether alone or jointly with one or more of the persons referred to in Paragraphs 1, 2 and 3 of this Article and other directors, supervisors, senior management personnel, has de facto controlling interest;

5. the directors, supervisors and senior management of a company which is being controlled in the manner set out in Paragraph 4 above.

Article 140 The duty of a director, supervisor, and the senior management personnel to act in good faith does not necessarily terminate on the expiration of their term of office. His duty of confidentiality in respect of trade secrets of the Company survives the termination of his tenure until the same has become open information. Other duties may continue for such period as the principle of fairness may require depending on the length of time which has lapsed between the termination and the act concerned and on the circumstances and the terms under which the relationship with the Company was terminated.

Article 141 A director, supervisor or senior management personnel of the Company may be relieved of liability for specific breaches of his duty with the informed consent of the shareholders given at a shareholders' meeting, save under the circumstances of Article 57 hereof.

Article 142 Where a director, supervisor or senior management personnel of the Company is in any way, directly or indirectly, materially interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company, (other than his service contract with the Company), he shall declare the nature and extent of his interests to the board of directors at the earliest opportunity, whether or not the contract, transaction or arrangement or proposal therefor is otherwise subject to the approval of the board of directors.

Unless the interested director, supervisor, senior management personnel discloses his interests in accordance with the preceding paragraph of this Article and the contract, transaction or arrangement is approved by the board of directors at a meeting in which the director, supervisor, or senior management personnel is not counted as part of the quorum and refrains from voting the Company shall have the right to cancel such contract, transaction or arrangement except as against a bona fide party who does not have notice of the breach of duty by the interested director, supervisor or senior management personnel.

A director, supervisor or senior management personnel of the Company is deemed to have interests in a contract, transaction or arrangement in which his associate has interests.

Article 143 Where a director, supervisor or senior management personnel of the Company gives to the board of directors a notice in writing stating that, by reason of the facts specified in the notice, he is interested in contracts, transactions or arrangements which may subsequently be made by the Company, that notice shall be deemed for the purposes of the preceding Article to be a sufficient disclosure of his interests, so far as the content stated in such notice is concerned,

provided that such notice shall have been given before the date on which the question of entering into the relevant contract, transaction or arrangement is first taken into consideration by the Company.

Article 144 Other than the withholding tax as provided by law, the Company shall not pay taxes for or on behalf of a director, supervisor or senior management personnel in any manner.

Article 145 The Company shall not directly or indirectly make a loan to or provide any guarantee in connection with the making of a loan to a director, supervisor or senior management personnel of the Company or its holding company or any of their respective associates.

The foregoing prohibition shall not apply to the following circumstances:

1. provision of a loan by the Company to its subsidiary;

2. the provision by the Company of a loan or a guarantee in connection with the making of a loan or other payment to its directors, supervisors, senior management personnel to meet expenditure incurred or to be incurred by him for the purposes of the Company or for the purpose of enabling him to perform his duties properly, in accordance with the terms of service contracts approved by the shareholders in shareholders' meetings;

3. if the ordinary course of business of the Company includes providing loans or guarantees, the Company may make a loan to or provide a guarantee in connection with the making of a loan to a director, supervisor, senior management personnel or his associates in the ordinary course of its business on normal commercial terms.

Article 146 Any person who receives a loan which has been provided by the Company in breach of the preceding Article shall, irrespective of the terms and conditions of the loan, forthwith repay such funds.

Article 147 A guarantee for the repayment of a loan which has been provided by the Company acting in breach of Article 144 Paragraph 1 shall not be enforceable against the Company, save in respect of the following circumstances:

1. the guarantee was provided in connection with a loan which was made to an associate of a director, supervisor, and senior management personnel of the Company or the Company's parent company and the lender of such funds was not aware of the relevant circumstances when making the loan;

2. the collateral which has been provided by the Company has already been lawfully disposed of by the lender to a *bona fide* purchaser.

Article 148 For the purposes of the foregoing provisions of this Chapter, a "guarantee" includes an undertaking or property provided to secure the obligor's performance of his obligations.

Article 149 In addition to any rights and remedies provided by the laws and administrative regulations, where a director, supervisor or senior management personnel of the Company breaches the duties which he owes to the Company, the Company has a right:

1. to demand such a director, supervisor or senior management personnel to compensate the Company for its losses sustained as a result of such breach;

2. to rescind any contract or transaction which has been entered into between the Company and such a director, supervisor or senior management personnel or entered into between the Company and a third party (where such third party knew or should have known that such a director, supervisor or senior management personnel representing the Company has breached his duties owed to the Company);

3. to demand such a director, supervisor or senior management personnel to surrender the gains made as result of the breach of his obligations;

4. to recover any monies which should have been received by the Company and which were received by such a director, supervisor or senior management personnel instead, including (without limitation to) commissions;

5. to demand repayment of interest earned or which may have been earned by a director, supervisor or senior management personnel on money that should have been paid to the Company.

Article 150 The Company shall enter into written contract with each director or supervisor, which shall include:

1. the warranties made by the director or supervisor to comply with *the Company Law*, *the Special Regulations*, the Articles of Association, *the Code on Takeovers and Mergers* and *the Code on Share Buy-Backs* (as amended from time to time) approved by the Securities and Futures Commission of Hong Kong, and agree that the Company is entitled to the remedies provided in the Articles and Association, and that such contract as well as his position shall not be assigned;

2. the warranties made by a director, supervisor or senior management personnel to observe and perform their respective obligations against the shareholders as provided in the Articles of Association;

3. the arbitration clause provided in Article 201 of the Articles of Association.

Article 151 The Company shall enter into written contract with a director or supervisor in relation to emoluments, which shall be approved in advance by the shareholders in a shareholders' meeting. The aforesaid emoluments include:

1. emoluments in respect of his service as director, supervisor, or senior management personnel of the Company;

2. emoluments in respect of his service as a director, supervisor or senior management personnel of any subsidiary of the Company;

3. emoluments in respect of the provision of other services in connection with the management of the Company and any of its subsidiaries;

4. payment by way of compensation for loss of office, or as consideration for or in connection with his retirement from office.

No proceedings may be brought by a director or supervisor against the Company for anything due to him except pursuant to the preceding contracts.

Article 152 The contract concerning the emoluments between the Company and its directors or supervisors should provide that in the event that the Company is acquired, the Company's directors and supervisors shall, subject to the prior approval of shareholders in a shareholders' meeting, have the right to receive compensation or other payment for his loss of office or retirement. For the purposes of this paragraph, the acquisition of the Company includes any of the following:

1. an acquisition offer made by any person to the general body of shareholders;

2. an acquisition offer made by any person with a view to the offeror becoming a "controlling shareholder" within the meaning of Article 56 hereof.

If the relevant director or supervisor does not comply with this Article, any payment so received by him shall belong to those persons who have sold their shares as a result of the aforementioned offer. The expenses incurred in distributing such payment on a pro rata basis amongst such persons shall be borne by the relevant director or supervisor and shall not be deducted from such payment.

Article 153 The Company may establish the director, supervisor and senior management personnel responsibility insurance policy as necessary to reduce to risks that might incur from their normal performance of their duties.

Chapter 17 Financing and Accounting System and Distribution of Profits

Article 154 The Company shall establish its financial and accounting systems in accordance with laws, administrative regulations and PRC enterprise accounting standards formulated by the finance regulatory department of the State Council.

Article 155 At the end of each fiscal year, the Company shall prepare financial reports which shall be examined and verified in a manner prescribed by law. The financial reports of the Company shall include the relevant financial and accounting reports and their attachments:

1. balance sheet;

2. profit and loss statement;

3. cash flow statement;

4. annotations of the financial and accounting report;

5. statement of change in stockholders' equities.

Article 156 The board of directors of the Company shall submit to the shareholders at every AGM such financial reports which the relevant laws, administrative regulations and directives promulgated by competent regional and central governmental authorities require the Company to prepare. The Company shall make up its annual accounts to a date falling not more than 6 months before the date of annual general meeting.

Article 157 The Company's financial reports shall be made available for shareholders' inspection at the Company 20 days before the date of every shareholders' annual meeting. Each shareholder shall be entitled to have a copy of the financial reports referred to in this Chapter.

The Company shall deliver or send to each shareholder of Overseas-Listed Foreign-Invested Shares by prepaid mail at the address registered in the register of shareholders the aforementioned reports no later than 21 days prior to the date of every annual general meeting.

Article 158 The Company shall deliver or send an annual report, including the annual accounts and a relevant audit report to each shareholder of Overseas-Listed Foreign-Invested Shares by prepaid mail at the address registered in the register of shareholders no later than 21 days prior to the date of every annual general meeting but within 4 months upon the expiration of such fiscal year.

Article 159 The financial statements of the Company shall be prepared in accordance with the PRC accounting principles and regulations as well as the international accounting principles or those of the place overseas where the Company's shares are listed. If there is any material discrepancy between the financial statements prepared respectively in accordance with the two accounting principles, such difference shall be stated in the notes to the financial statements. In distributing its profits after tax for the relevant fiscal year, the lower of the amounts shown in the financial statements prepared in accordance with (i) the PRC accounting principles and regulations and (ii) the international accounting principles or those of the place overseas where the Company's shares are listed, shall be adopted.

Article 160 Any interim business reports or financial information published or disclosed by the Company shall be prepared in accordance with the PRC accounting principles and regulations as well as the international accounting principles or those of the place overseas where the Company's shares are listed.

Article 161 The Company shall publish its financial reports twice in each fiscal year, *i.e.*, the interim financial report published within 60 days after the end of the first six months of each fiscal year, and the annual financial report published within 120 days after the end of each fiscal year.

Article 162 The Company shall not keep any other books other than those required by law. Assets of the Company will not be deposited into any account opened under the name of any individual.

Article 163 The profits after tax of the Company shall be used in the following sequence:

1. making up for the losses;

2. allocation of statutory capital reserve;

3. allocation of discretional capital reserve upon approval by the shareholders' meeting;

4. payment of dividends of ordinary shares. No dividend or other form of distribution shall be paid before the Company has made up for the losses and allocated the capital reserve.

The shares of which the subscription price has been fully paid are entitled to interests, but the holders thereof shall not be entitled to any dividends based on the amount prepaid and declared thereafter.

With respect to the Company's right to cease sending dividend warrants by mail, if such dividend warrants are not cashed, such right may not be exercised unless such dividend warrants have not been cashed on 2 consecutive occasions. However, if such dividend warrants are returned undelivered on the first occasion, such right may be exercised.

Without violating any laws and regulations of the PRC and the regulations of Hong Kong Stock Exchange, the Company may confiscate any dividends that are not claimed, however, such right may only be exercises upon the expiration of 6 years upon such dividends are declared.

With regard to the exercise of power to issue warrants in bearer form, unless the Company is convinced beyond reasonable doubt that the original warrants have been destroyed, no new warrant shall be issued to replace the missing warrant.

The right to sell the shares held by shareholders who cannot be reached shall not be exercised unless all of the following conditions are satisfied: (1) dividends on such shares have been declared for at least 3 times within the past 12 years, which have not been claimed; (2) the Company shall publish announcement on newspapers upon expiration of such 12 years, stating its intention to sell such shares, and shall notify Hong Kong Stock Exchange of such intention.

Article 164 When distributing the after-tax profits for the current year, the Company shall allocate 10% of its profits to the statutory capital reserve. In the event that the accumulated statutory capital reserve of the Company reaches 50% of the registered capital of the Company, no further allocation is required.

In the event that the statutory capital reserve of the Company is insufficient to make up the losses of the Company for the previous year, before allocating the statutory capital reserve in accordance with the stipulations of the previous paragraph, the Company shall first make up the losses by using the profits for the current year.

After allocating the after-tax profits of the Company to the statutory capital reserve, the Company may allocate discretional capital reserve according to the resolution of shareholders' meeting.

The profits distributable to the shareholders for the current year shall be distributed in accordance with the proportion of shares held by the shareholders, unless otherwise provided in the Articles of Association.

Any profits distributed to the shareholders by the Company in violation of the preceding provisions prior to making up the losses and allocating the capital reserve shall be returned to the Company.

The shares held by the Company are not entitled to the distribution of profits.

The priority between cash dividends and bonus shares as distribution of profits shall be specified in the Articles of Association which shall also specify the following:

1. the decision-making procedures and mechanism regarding the profit distribution, especially cash dividends, by the board of directors and the shareholders' meeting, and the measures employed for properly take the opinion of independent directors and minority shareholders;

2. the Company's profit distribution policies, especially the detailed cash dividends distribution policies, form of distribution, intervals between distribution, especially cash dividends, conditions to distribution of cash dividends and of bonus shares, the minimal amount or proportion (if any) of each installment of cash dividends, *etc.*

Article 165 The capital reserve shall include the following amount:

1. premium on the shares issued at a premium price;

2. other incomes designated for capital reserve as provided in the regulations promulgated by the finance regulatory departments of the State Council.

Article 166 The Company may distribute dividends in the following manner:

1. cash;

2. shares.

Article 167 The dividends on ordinary shares shall be calculated and declared in RMB. The dividends on Domestic-Invested Shares shall be paid in RMB; those on Overseas-Listed Foreign-Invested Shares, in the currency of the place where such Foreign-Invested Shares are listed (if there are more than one places, in the currency of the main place of listing as determined by the board of directors); those on Non- Overseas-Listed Foreign-Invested Shares, in Hong Kong dollar.

Article 168 For any dividends paid in any foreign currency, the exchange rates applicable shall be the average closing prices of such foreign currency announce by the People's Bank of China of one week prior to the declaration of dividends and other distribution.

Article 169 The Company shall appoint receiving agents for holders of the Overseas-Listed Foreign-Invested Shares. Such receiving agents shall receive dividends which have been declared by the Company and all other amounts which the Company should pay to holders of Overseas-Listed Foreign-Invested Shares on such shareholders' behalf. The receiving agents appointed by the Company shall meet the relevant requirements of the laws of the place of listing or the relevant regulations of such stock exchange. The receiving agents appointed for holders of Overseas-Listed Foreign-Invested Shares listed in Hong Kong shall each be a company registered as a trust company under *the Trustee Ordinance of Hong Kong*.

Chapter 18 Engagement of Accounting Firm

Article 170 The Company shall engage an independent accounting firm which is qualified under the relevant regulations of the State to audit the Company's annual financial report and review other financial reports of the Company. For the purpose of the Articles of Association, the accounting firm engaged by the Company from time to time shall be the auditor of the Company.

The first accounting firm of the Company may be engaged by the founders' meeting before the first AGM. The term of engagement of such accounting firm shall expire at the end of the first AGM.

If the founders' meeting does not exercise its right provided in the preceding paragraph, the board of directors shall exercise such right.

Article 171 The term of engagement of an accounting firm engaged by the Company shall commence upon the conclusion of the AGM and end on the next AGM.

Article 172 The accounting firm engaged by the Company shall be entitled to the following rights:

1. to review the books, records or vouchers of the Company at any time, to require the directors, supervisors, and senior management personnel of the Company to provide relevant information and explanations;

2. to require the Company to take all reasonable steps to obtain from its subsidiaries such information and explanation as are necessary for the performance of its duties as an accounting firm;

3. to attend shareholders' meetings and to receive all notices thereof and other communications related thereto which any shareholder is entitled to receive, and to speak at any shareholders' meeting in relation to matters concerning its capacity as the Company's accounting firm.

Article 173 If there is a vacancy in the position of the accounting firm, the board of directors may engage an accounting firm to fill such vacancy before the convening of the shareholders' meeting. Any other accounting firm otherwise engaged by the Company during such period of vacancy may continue to perform its duties.

Article 174 The shareholders' meeting may by ordinary resolution dismiss the accounting firm before the expiration of its term of engagement, irrespective of the provisions in the contract between the Company and such accounting firm. However, the right of the dismissed accounting firm to claim for damages arising from its removal, if any, shall not be affected thereby.

Article 175 The remuneration of the accounting firm shall be determined by the shareholders in a shareholders' meeting by ordinary resolution or in any other manner permitted by applicable laws, rules and regulations. The remuneration of an accounting firm engaged by the board of directors pursuant to Article 172 or otherwise, shall be determined by the board of directors.

Article 176 The Company's engagement, dismissal or refusal to renew the engagement of an accounting firm shall be decided by the shareholders' meeting by ordinary resolution or in any other manner permitted by applicable laws, rules and regulations, and shall be filed for record with the securities authority of the State Council.

Any resolution of the shareholders' meeting to engage an accounting firm other than the current firm, to renew the engagement of an accounting firm engaged by the board of directors, or to remove the accounting firm before expiry of its term shall be subject to the following:

1. Prior to the delivery of the notice of shareholders' meeting, the proposal of engagement or removal shall be delivered to the accounting firm to be engaged, to be dismissed, or already dismissed on the current fiscal year. The term "dismissed" aforementioned shall include removed, resigned and retired;

2. if the accounting firm to be dismissed makes a written statement and requires that such statement shall be delivered by the Company to its shareholders, unless such statement is received too late, the Company shall take the following actions:

   (1) stating in the notice delivered for passing the resolution the fact that the accounting firm to be dismissed has made a statement; and

   (2) delivering a copy of such statement as an attachment to such notice to the shareholders in the manners as provided in the Articles of Association.

3. If the Company fails to deliver the statement of the accounting firm in accordance with Paragraph 2 of this Article, such accounting firm may request announcing such statement at a shareholders' meeting, and may make further appeal.

4. The dismissed accounting firm is entitled to attend the following meetings:

   (1) the shareholders' meeting on which its term of engagement expires;

(2) the shareholders' meeting convened for the purpose of filling the vacancy caused by its dismissal;

(3) the shareholders' meeting convened due to its resignation.

The dismissed accounting firm is entitled to receive the meeting notice or other information related to the abovementioned meetings, and speak at such meetings on matters involving itself in the capacity of the former accounting of the Company.

Article 177 If the Company removes or refuses to renew the engagement of the accounting firm, it shall notify the accounting firm first, and the accounting firm is entitled to present its opinion to the shareholders' meeting. If the accounting firm resigns, it shall state and explain to the shareholders' meeting whether there is any inappropriate situation or matters on the part of the Company.

Article 178 An accounting firm may resign by depositing at the Company's residence a resignation notice which shall become effective on the date of such deposit or on such later date as may be stipulated in such notice. Such notice shall contain the following statements:

1. a statement to the effect that there are no circumstances connected with its resignation which it considers should be brought to the notice of the shareholders or creditors of the Company;

2. a statement of any matter that shall be stated or explained.

Company shall deliver a photocopy of such notice to the competent authorities within 14 days upon its receipt of such written notice. If such notice contains any statement as provided in Paragraph 2 above, the Company shall also keep such notice in the Company for the shareholders' review. The Company shall also send a copy to the holders of Overseas-Listed Foreign-Invested Shares at the addresses set forth in the register of shareholders by pre-paid mail.

If the resignation notice of the accounting firm contains any statement as provided in Paragraph 2 above, the accounting firm may request the board of directors convening an extraordinary general meeting to listen to its explanation regarding its resignation.

Chapter 19 Merger and Division

Article 179 In the event of merger or division of the Company, the plan thereof shall propose by the board of directors, and if passed in accordance with the procedures provided in the Articles of Association, the Company shall apply for governmental approval in accordance with the law. The shareholders who object to the merger or division plan are entitled to request the Company or the shareholders who agree to such plan purchasing their shares at a fair price.

The contents of the resolutions on the merger or division of the Company shall be made into special documents for the shareholders' review. Such documents shall also be delivered to the holders of Overseas-Listed Foreign-Invested Shares by mail or other methods as permitted by laws, regulations or the listing rules of the place of listing.

Article 180 The merger of the Company may take form of either merger by absorption or merger by establishment of a new company.

In the event of a merger, the merging parties shall execute a merger agreement and prepare a balance sheet and an inventory of assets. The Company shall notify its creditors within ten days from the date of the Company's merger resolution which is passed and shall publish a public notice in a newspaper within 30 days of the date of the Company's merger resolution. The creditor may, within 30 days as of its receipt of the notice or in case when no such notice is received within 45 days as of the date of the publication of notice in a newspaper, ask the Company for settling its debt or providing relevant guarantee.

After the merger, the rights against debtors and the indebtedness of each of the parties to the merger shall be inherited by the surviving company or the newly established company.

Article 181 In the event of division of the Company, its assets shall be divided up accordingly.

In the event of division of the Company, the parties to such division shall execute a division agreement and prepare a balance sheet and an inventory of assets. The Company shall notify its creditors within ten days from the date of the Company's division resolution which is passed and shall publish a public notice in a newspaper within 30 days of the date of the Company's division resolution.

Debts of the Company prior to division shall be severally and jointly assumed by the companies which exist after the division.

Article 182 The Company shall, in accordance with law, apply for change in its registration with the company's registration authority where a change in any item in its registration arises as a result of any merger or division. Where the Company is dissolved, the Company shall apply for cancellation of its registration in accordance with law. Where a new company is established, the Company shall apply for registration thereof in accordance with law.

Chapter 20 Dissolution and Liquidation

Article 183 The Company shall be dissolved and liquidated in accordance with law upon the occurrence of any of the following events:

1. a resolution regarding the dissolution is passed by the shareholders' meeting;

2. dissolution is necessary due to a merger or division of the Company;

3. the Company is declared insolvent in accordance with law due to its failure to repay debts as they become due;

4. the Company violates any law or administrative regulation, which causes its business license revoked lawfully, its operation is shut down or being discharged;

5. the term of business expires;

6. upon the occurrence of any other dissolution event provided in the Articles of Association;

7. if the Company experiences serious difficulties in its business, and the continuance of the Company will cause substantial losses to the interests of the shareholders, and the situation cannot be solved by any other means, the shareholders holding more than 10% of the Company's shares with voting power may apply to the people's court to dissolve the Company, and the people's court shall dissolve the Company in accordance with the law.

Article 184 If the Company is dissolved under Paragraphs 1 or 5 above, a liquidation committee shall be established within 15 days, the members of which shall be determined by the shareholders' meeting by ordinary resolution. If the liquidation committee is not established within such period, the creditors may apply to the people's court to appoint the relevant persons to form a liquidation committee to conduct the liquidation.

If the Company is dissolved under Paragraph 3 above, the people's court shall organize the shareholders, the relevant authorities and relevant professionals in accordance with the relevant laws to form a liquidation committee to conduct the liquidation.

If the Company is dissolved under Paragraph 4 above, the competent authorities with jurisdiction shall organize the shareholders, the relevant authorities and relevant professionals in accordance with the relevant laws to form a liquidation committee to conduct the liquidation.

Article 185 Where the board of directors decides to liquidate the Company for any reason (except that the Company is declared insolvent), the board shall include a statement in its notice convening a shareholders' meeting to consider such proposal to the effect that, after making full inquiry into the affairs of the Company, the board of directors is of the opinion that the Company will be able to pay its debts in full within 12 months from the commencement of the liquidation.

Upon the passing of the resolution by the shareholders in a shareholders' meeting in relation to the liquidation of the Company, all functions and duties of the board of directors shall cease immediately.

The liquidation committee shall act in accordance with the instructions of the shareholders' meeting, report at least once every year to the shareholders' meeting on the committee's income and expenses, and the business of the Company and the progress of the liquidation, and to present a final report to the shareholders' meeting upon completion of the liquidation.

Article 186 The liquidation committee shall, within 10 days of its establishment, send notices to creditors and shall, within 60 days of its establishment, publish at least 3 public announcements in newspapers.

Article 187 The creditors who have received the notice shall, within 30 days as of its receipt of such notice, and the creditors who do to receive the notice shall within 45 days as of the date of an announcement, declare their creditor's rights to the liquidation committee, specifying the relevant issues of such creditor's rights and providing relevant evidence. The liquidation committee shall register the creditor's rights.

No repayment shall be made to any creditor during the period of declaration of creditor's rights.

Article 188 During the liquidation period, the liquidation committee shall exercise the following functions and powers:

1. to categorize the Company's assets and prepare a balance sheet and an inventory of assets respectively;

2. to notify the creditors or to publish public announcements;

3. to dispose of and liquidate any unfinished businesses of the Company;

4. to pay all outstanding taxes;

5. to settle claims and debts;

6. to deal with the surplus assets remaining after repayment by the Company of its debts;

7. to represent the Company in any civil proceedings.

Article 189 After it has categorized the Company's assets and after it has prepared the balance sheet and an inventory of assets, the liquidation committee shall formulate a liquidation plan and present it to a shareholders' meeting or to the people's court for confirmation.

The remaining asset shall, after having paid the liquidation expense, salary of the staff, social insurance expense and the statutory compensation, the tax arrears and settled the Company's debt, be distributed in accordance with the proportion of shares held by the shareholders.

The Company may, during the liquidation period, remain, but shall not carry out activities irrelevant to the liquidation. Before the Company's assets are distributed in accordance with the preceding provisions, they shall not be allocated to the shareholders.

Article 190 Where the Company is liquidated by reason of dissolution, upon completion of the categorization of the Company's assets and preparation of a balance sheet and an inventory of assets, the liquidation committee discovers that the Company's assets are insufficient to repay the Company's debts in full, the liquidation committee shall immediately apply to the People's Court in accordance with laws for a declaration of insolvency. After the Company is declared insolvent by a ruling of the People's Court, the liquidation committee shall transfer all matters arising from the liquidation to the People's Court.

Article 191 Following the completion of the liquidation, the liquidation committee shall prepare a liquidation report, a statement of income and expenses received and made during the liquidation period and a financial report, which shall be verified by a Chinese registered accountant and submitted to the shareholders' meeting or the competent authorities for confirmation. The liquidation committee shall, within 30 days after the confirmation of the liquidation report by the shareholders' meeting or the people's court, submit the documents referred to in the preceding paragraph to the company's registration authority and apply for cancellation of registration of the Company, and publish a public announcement relating to the termination of the Company.

Article 192 The members of the liquidation team shall faithfully perform their duty and fulfill the liquidation obligation in accordance with the law. The members of the liquidation team shall not abuse their authority to accept bribery or other illegal income, nor embezzle the Company's assets. Where a member of the liquidation team causes significant loss to the Company by reason of willful default or gross negligence, he shall bear the relevant compensation liability.

Chapter 21 Amendment to the Articles of Association

Article 193 The Company may amend its Articles of Association in accordance with the requirements of laws, administrative regulations and the Articles of Association.

Article 194 The Company shall amend these Articles of Association upon the occurrence of any of the following events:

1. after the amendments to *the Company Law* or the relevant laws or administrative regulations are amended, these Articles of Association are in conflict with the amended laws or administrative regulations;

2. certain situation of the Company has changed which makes it not consistent with these Articles of Association;

3. the shareholders' meeting decides to amend these Articles of Association.

Article 195 The board of directors shall amend these Articles of Association in accordance with the shareholders' meeting's resolutions to amend these Articles of Association as well as the review opinion of the competent authorities. Notwithstanding the foregoing, under any of the following situations, the shareholders' meeting may make a resolution to authorize the board of directors to amend these Articles of Association based on the following principles:

1. if any non-substantial amendment to the relevant provisions of the Articles of Association is necessary due to carrying out the resolutions already passed by the shareholders' meeting (such as amendments to the amount of the registered capital, number of shares, name of the Company, residence of the Company, *etc.* based on the resolutions of the shareholders' meeting), the board of directors may make the relevant amendments based on the actual situation;

2. if the wording or sequence of the articles shall be adjusted in the Articles of Association approved by the shareholders' meeting as required by the competent authorities upon application for review, the board of directors may make the relevant amendments in accordance with the requirements of such authorities.

Article 196 The amendment to the Articles of Association that is required to be disclosed as provided by laws, regulations or listing rules of the place of listing shall be announced in compliance therewith.

Chapter 22 Notice

Article 197 Notices, communications or any other written materials of the Company (including but not limited to the annual report, interim report, quarterly report, meeting notice, listing documents, shareholders' communication, proxy form, provisional announcement, *etc.)* may be sent out by the following means:

1. by hand;

2. by mail;

3. by fax or email;

4. by announcements in the Company's website and the websites designated by Hong Kong Stock Exchange subject to the laws, administrative regulations and listing rules of the place of listing;

5. by public announcements on newspapers and other designated media;

6. by other manners as agreed in advance or recognized after receipt by the recipients of such notices;

7. other manners as recognized by securities regulatory authorities at the place of listing or as provided in these Articles of Association.

Any notice delivered by the Company by announcement shall be deemed to have been received by the relevant parties once announces.

Unless otherwise provided in the Articles of Association, an electronic copy that may be posted in real time of the notices sent by announcement to the holders of Overseas-Listed Foreign-Invested Shares by the Company shall be sent to the Hong Kong Stock Exchange through its electronic publishing system on the same day in accordance with the Listing Rules, so that such announcement can be posted on the website of Hong Kong Stock Exchange. Such announcement shall be also posted on the Company's website. In addition, such notice shall be delivered by hand or by pre-paid mail to each holder at his address recorded on the register of shareholders.

Unless otherwise defined, the "announcement" referred to in these Articles of Association shall mean, with respect to an announcement that is sent to the holders of Domestic-Invested Shares or shall be send within the PRC in compliance with the relevant provisions or the Articles of Association, the announcement published on Chinese newspapers as provided under the PRC laws and regulations or designated by the securities supervisory authority of the State Council; with respect to an announcement that is sent to the holders of H Shares or shall be send within Hong Kong in compliance with the relevant provisions or the Articles of Association, such announcement shall be published on the newspapers of Hong Kong in accordance with *the Listing Rules*. All announcements and other documents submitted by the Company to the Hong Kong Stock Exchange under Chapter 13 of *the Listing Rule*s shall be drafted in English or attached with a signed and verified English translation.

Notwithstanding any provision to the contrary regarding the publishing or form of notice of any notice, communication or other written materials in these Articles of Association, subject to the listing rules of the place of listing, the Company may choose the form of notice provided in Paragraph 1 Item 4 of this Article to publish such notice, communication or other written materials in lieu of delivering by hand or by pre-paid mail to each holder of Overseas-Listed Foreign-Invested Shares.

Article 198 Where the Company is required by the securities regulatory authorities at the place of listing and the stock exchange to send, mail, pass, deliver, issue or provide relevant documents of the Company in both English and Chinese, if the Company has made appropriate arrangement to ensure whether its shareholders intend to receive an English copy only or a Chinese copy only, and within the scope permitted by applicable laws and regulations and in accordance therewith, the Company may (based on the intention clearly presented by its shareholders) send an English copy or Chinese copy of such communications (including but not limited to the shareholders' meeting notices, shareholders' communication, annual reports, interim reports and quarterly reports) to relevant shareholders. Subject to the applicable laws, regulations and the listing rules of the stock exchange on which the shares of the Company are listed, the Company may also send the notices to holders of Foreign-Invested Shares by publishing the relevant materials on its website.

Article 199 With respect to any notice sent by the Company by hand and signed (or affixed with seal) on its return slip by the recipient, the date of receipt shall be the date of delivery; with respect to any notice sent by mail, the fifth day after it is delivered to the post office shall be the date of delivery; with respect to any notice sent by fax or email or publishing on websites, the date of sending shall be the date of delivery; with respect to any notice sent by public announcement, the date of first announcement shall be the date of delivery, provided that such announcement is published on the newspapers or websites in accordance with the relevant provisions.

Any notice sent by the Company by public announcement shall be deemed to have been received by all relevant parties upon its announcement.

Chapter 23 Validity of the Amendment to the Articles of Association

Article 200 Any amendment to these Articles of Association that involve the contents of *the Mandatory Provisions* shall become effective upon approvals by the approval authorities authorized by the State Council and the CSRC. If any amendment to these Articles of Association involves the registered information of the Company, the Company shall apply for change of registration in accordance with law.

Chapter 24 Dispute Resolution

Article 201 The Company shall comply with the following principles for dispute resolution:

1. Any dispute or claim based on rights and obligations under the Articles of Association, the Company Law, the Special Regulations and other relevant laws and administrative regulations or related to the affairs of the Company between or among (i) the Company and its directors or senior management personnel; and (ii) holders of Foreign-Invested Shares (including Overseas-Listed Foreign-Invested Shares and Non-Overseas-Listed Foreign-Invested Shares) and the Company, holders of Foreign-Invested Shares (including Overseas-Listed Foreign-Invested Shares and Non-Overseas-Listed Foreign-Invested Shares) and the directors, supervisors, general manager or other senior management personnel, holders of Overseas-Listed Foreign-Invested Shares and holders of Non-Overseas-Listed Foreign-Invested Shares) and holders of Domestic-Invested Shares, shall be submitted for arbitration.

   Any of the abovementioned disputes or claims submitted for arbitration shall be the entirety of the dispute or all of the claims. If the Company or any of its shareholders, directors, supervisors, general manager or other senior management personnel is a party that has claims based on the same matter, or is required to participate in the proceedings for the purpose of resolution of such dispute or claim shall abide by such arbitration.

   Any dispute regarding the definition of shareholder, register of shareholders may be resolved not through arbitration.

2. The applicants of such arbitration may choose between China International Economic and Trade Arbitration Commission and Hong Kong International Arbitration Centre for arbitration in compliance with their arbitration rules, as respectively applicable.

   Once the applicants submit the dispute or claim for arbitration, the other parties shall accept the arbitration institution chosen by the applicants.

   If the applicants choose to apply for arbitration at Hong Kong International Arbitration Centre, either party may request the arbitration proceedings be held in Shenzhen in accordance with the arbitration rules of Hong Kong International Arbitration Centre.

3. The arbitration with respect to the disputes or claims under Paragraph 1 above shall be governed by the laws of the PRC, unless otherwise provided by laws and administrative regulations.

4. The arbitral award rendered by the arbitration institution is final and binding upon all parties.

Chapter 25 Miscellaneous

Article 202 Definitions

1. "Acting in concert" referred to in these Articles of Association shall mean that 2 or more person reach into agreement by agreement (whether in oral form or in writing), according to which one of such person obtains the voting power in the Company in order to realize or reinforce their control over the Company.

2. The "controlling shareholder" referred in these Articles of Association shall mean a person who is not a shareholder by may actually control the activities of the Company through investment, agreement or other arrangement.

Article 203 Unless otherwise provided in the Articles of Association, all notices, material or written statements sent by the Company to the holders of holders of H Shares shall be sent to the registered address of each holder of H Shares (including address outside Hong Kong) by hand or by mail. Notices sent to holders of H Shares shall sent in Hong Kong to the extent possible.

Article 204 The newspapers on which announcements shall be published under the Articles of Association shall be the newspapers designated or requested by the relevant laws and administrative regulations.

Article 205 The "accounting firm" referred to in these Articles of Association shall have the same meaning as the "auditor" as referred to in *the Listing Rules*.

Article 206 The board of directors of the Company shall have the right to interpret these Articles of Association. Any matters not provided in these Articles of Association shall be submitted by the board of directors to the shareholders' meeting, and shall passed upon its resolution.

Article 207 The expressions of "above", "within", "below", "expire", "no more than" shall include the figures mentioned whilst the expressions of "short of", "without" and "more than" shall not include the figures mentioned.

Article 208 In the event of any discrepancy between these Articles of Association and the laws, administrative regulations, other relevant regulatory documents, and the listing rules of the place of listing, the latter shall prevail.

Article 209 These Articles of Association are made in Chinese. In the event of different interpretations or meanings between these Articles of Association and versions in other languages or different versions, the Chinese version of the Articles of Association shall prevail.