

Transition Disclosures
As of 31 December 2017
HK\$'000

| | | | Amounts subject to pre-Base I treatment* | Cross-referenced to |
|---|---|----------------|--|-------------------------------|
| CET1 capital: instruments and reserves | | | | |
| 1 | Directly issued qualifying CET1 capital instruments plus any related share premium | 4,830,448 | | (7) |
| 2 | Retained earnings | 3,425,208 | | (8)+(9) |
| 3 | Disclosed reserves | 3,566,093 | | (10)+(11)+(12)+(13) |
| 4 | <i>Directly issued capital subject to phase out from CET1 capital (only applicable to non-joint stock companies)</i> | Not applicable | | |
| | <i>Public sector capital injections grandfathered until 1 January 2018</i> | Not applicable | | |
| 5 | Minority interests arising from CET1 capital instruments issued by consolidated bank subsidiaries and held by third parties (amount allowed in CET1 capital of the consolidation group) | - | | |
| 6 | CET1 capital before regulatory deductions | 11,821,749 | | |
| CET1 capital: regulatory deductions | | | | |
| 7 | Valuation adjustments | - | | |
| 8 | Goodwill (net of associated deferred tax liability) | - | | |
| 9 | Other intangible assets (net of associated deferred tax liability) | - | | |
| 10 | Deferred tax assets net of deferred tax liabilities | - | | |
| 11 | Cash flow hedge reserve | - | | |
| 12 | Excess of total EL amount over total eligible provisions under the IRB approach | Not applicable | Not applicable | |
| 13 | Gain-on-sale arising from securitization transactions | - | | |
| 14 | Gains and losses due to changes in own credit risk on fair valued liabilities | - | | |
| 15 | Defined benefit pension fund net assets (net of associated deferred tax liabilities) | - | | |
| 16 | Investments in own CET1 capital instruments (if not already netted off paid-in capital on reported balance sheet) | - | | |
| 17 | Reciprocal cross-holdings in CET1 capital instruments | - | | |
| 18 | Insignificant capital investments in CET1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) | - | | |
| 19 | Significant capital investments in CET1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) | 566,811 | 78,464 | (2)+(3)+(4)+(5) -(15)-(16) |
| 20 | <i>Mortgage servicing rights (amount above 10% threshold)</i> | Not applicable | | |
| 21 | <i>Deferred tax assets arising from temporary differences (amount above 10% threshold, net of related tax liability)</i> | Not applicable | | |
| 22 | <i>Amount exceeding the 15% threshold</i> | Not applicable | | |
| 23 | <i>of which: significant investments in the common stock of financial sector entities</i> | Not applicable | | |
| 24 | <i>of which: mortgage servicing rights</i> | Not applicable | | |
| 25 | <i>of which: deferred tax assets arising from temporary differences</i> | Not applicable | | |
| 26 | National specific regulatory adjustments applied to CET1 capital | 3,052,175 | | |
| 26a | Cumulative fair value gains arising from the revaluation of land and buildings (own-use and investment properties) | 2,553,082 | | (10)+(11) |
| 26b | Regulatory reserve for general banking risks | 499,093 | | (12) |
| 26c | Securitization exposures specified in a notice given by the Monetary Authority | - | | |
| 26d | Cumulative losses below depreciated cost arising from the institution's holdings of land and buildings | - | | |
| 26e | Capital shortfall of regulated non-bank subsidiaries | - | | |
| 26f | Capital investment in a connected company which is a commercial entity (amount above 15% of the reporting institution's capital base) | - | | |
| 26g | Debit valuation adjustments in respect of derivative contracts | - | | |
| 27 | Regulatory deductions applied to CET1 capital due to insufficient AT1 capital and Tier 2 capital to cover deductions | - | | |
| 28 | Total regulatory deductions to CET1 capital | 3,618,986 | | |
| 29 | CET1 capital | 8,202,763 | | |
| AT1 capital: instruments | | | | |
| 30 | Qualifying AT1 capital instruments plus any related share premium | 1,507,797 | | (14) |
| 31 | of which: classified as equity under applicable accounting standards | - | | |
| 32 | of which: classified as liabilities under applicable accounting standards | - | | |
| 33 | <i>Capital instruments subject to phase out arrangements from AT1 capital</i> | - | | |
| 34 | AT1 capital instruments issued by consolidated bank subsidiaries and held by third parties (amount allowed in AT1 capital of the consolidation group) | - | | |
| 35 | <i>of which: AT1 capital instruments issued by subsidiaries subject to phase out arrangements</i> | - | | |
| 36 | AT1 capital before regulatory deductions | 1,507,797 | | |

| AT1 capital: regulatory deductions | | | | |
|--|--|----------------|---|---------------------|
| 37 | Investments in own AT1 capital instruments | - | - | |
| 38 | Reciprocal cross-holdings in AT1 capital instruments | - | - | |
| 39 | Insignificant capital investments in AT1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) | - | - | |
| 40 | Significant capital investments in AT1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | - | |
| 41 | National specific regulatory adjustments applied to AT1 capital | 39,232 | | |
| 41a | Portion of deductions applied 50:50 to core capital and supplementary capital based on pre-Basel III treatment which, during transitional period, remain subject to deduction from Tier 1 capital | 39,232 | | |
| i | of which: Excess of total EL amount over total eligible provisions under the IRB approach | Not applicable | | |
| ii | of which: Capital shortfall of regulated non-bank subsidiaries | - | | |
| iii | of which: Investments in own CET1 capital instruments | - | | |
| iv | of which: Reciprocal cross holdings in CET1 capital instruments issued by financial sector entities | - | | |
| v | of which: Capital investment in a connected company which is a commercial entity (amount above 15% of the reporting institution's capital base) | - | | |
| vi | of which: Insignificant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | | |
| vii | of which: Significant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | 39,232 | | (15) |
| 42 | Regulatory deductions applied to AT1 capital due to insufficient Tier 2 capital to cover deductions | - | | |
| 43 | Total regulatory deductions to AT1 capital | 39,232 | | |
| 44 | AT1 capital | 1,468,565 | | |
| 45 | Tier 1 capital (Tier 1 = CET1 + AT1) | 9,671,328 | | |
| Tier 2 capital: instruments and provisions | | | | |
| 46 | Qualifying Tier 2 capital instruments plus any related share premium | - | | |
| 47 | <i>Capital instruments subject to phase out arrangements from Tier 2 capital</i> | 769,215 | | (6) * 50% |
| 48 | Tier 2 capital instruments issued by consolidated bank subsidiaries and held by third parties (amount allowed in Tier 2 capital of the consolidation group) | - | | |
| 49 | <i>of which: capital instruments issued by subsidiaries subject to phase out arrangements</i> | - | | |
| 50 | Collective impairment allowances and regulatory reserve for general banking risks eligible for inclusion in Tier 2 capital | 632,161 | | (1)+(12) |
| 51 | Tier 2 capital before regulatory deductions | 1,401,376 | | |
| Tier 2 capital: regulatory deductions | | | | |
| 52 | Investments in own Tier 2 capital instruments | - | - | |
| 53 | Reciprocal cross-holdings in Tier 2 capital instruments | - | - | |
| 54 | Insignificant capital investments in Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) | - | - | |
| 55 | Significant capital investments in Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | - | |
| 56 | National specific regulatory adjustments applied to Tier 2 capital | (1,109,655) | | |
| 56a | Add back of cumulative fair value gains arising from the revaluation of land and buildings (own-use and investment properties) eligible for inclusion in Tier 2 capital | (1,148,887) | | - [(10)+(11)] * 45% |
| 56b | Portion of deductions applied 50:50 to core capital and supplementary capital based on pre-Basel III treatment which, during transitional period, remain subject to deduction from Tier 2 capital | 39,232 | | |
| i | of which: Excess of total EL amount over total eligible provisions under the IRB approach | Not applicable | | |
| ii | of which: Capital shortfall of regulated non-bank subsidiaries | - | | |
| iii | of which: Investments in own CET1 capital instruments | - | | |
| iv | of which: Reciprocal cross holdings in CET1 capital instruments issued by financial sector entities | - | | |
| v | of which: Capital investment in a connected company which is a commercial entity (amount above 15% of the reporting institution's capital base) | - | | |
| vi | of which: Insignificant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | | |

| | | | |
|---|---|----------------|------|
| vii | of which: Significant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | 39,232 | (16) |
| 57 | Total regulatory deductions to Tier 2 capital | (1,109,655) | |
| 58 | Tier 2 capital | 2,511,031 | |
| 59 | Total capital (Total capital = Tier 1 + Tier 2) | 12,182,359 | |
| 59a | Deduction items under Basel III which during transitional period remain subject to risk-weighting, based on pre-Basel III treatment | - | |
| i | of which: Mortgage servicing rights | - | |
| ii | of which: Defined benefit pension fund net assets | - | |
| iii | of which: Investments in own CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments | - | |
| iv | of which: Capital investment in a connected company which is a commercial entity | - | |
| v | of which: Insignificant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | |
| vi | of which: Significant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | |
| 60 | Total risk weighted assets | 62,717,439 | |
| Capital ratios (as a percentage of risk weighted assets) | | | |
| 61 | CET1 capital ratio | 13.08% | |
| 62 | Tier 1 capital ratio | 15.42% | |
| 63 | Total capital ratio | 19.42% | |
| 64 | Institution specific buffer requirement (minimum CET1 capital requirement as specified in s.3A, or s.3B, as the case requires, of the BCR plus capital conservation buffer plus countercyclical buffer requirements plus G-SIB or D-SIB requirements) | 6.830% | |
| 65 | <i>of which: capital conservation buffer requirement</i> | 1.250% | |
| 66 | <i>of which: bank specific countercyclical buffer requirement</i> | 1.080% | |
| 67 | <i>of which: G-SIB or D-SIB buffer requirement</i> | 0.00% | |
| 68 | CET1 capital surplus over the minimum CET1 requirement and any CET1 capital used to meet the Tier 1 and Total capital requirement under s.3A, or s.3B, as the case requires, of the BCR | 8.58% | |
| National minima (if different from Basel 3 minimum) | | | |
| 69 | National CET1 minimum ratio | Not applicable | |
| 70 | National Tier 1 minimum ratio | Not applicable | |
| 71 | National Total capital minimum ratio | Not applicable | |
| Amounts below the thresholds for deduction (before risk weighting) | | | |
| 72 | Insignificant capital investments in CET1 capital instruments, AT1 capital instruments and Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | 371,757 | |
| 73 | Significant capital investments in CET1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | 876,957 | |
| 74 | Mortgage servicing rights (net of related tax liability) | Not applicable | |
| 75 | Deferred tax assets arising from temporary differences (net of related tax liability) | Not applicable | |
| Applicable caps on the inclusion of provisions in Tier 2 capital | | | |
| 76 | Provisions eligible for inclusion in Tier 2 in respect of exposures subject to the basic approach and the standardized (credit risk) approach (prior to application of cap) | 632,161 | |
| 77 | Cap on inclusion of provisions in Tier 2 under the basic approach and the standardized (credit risk) approach | 763,107 | |
| 78 | Provisions eligible for inclusion in Tier 2 in respect of exposures subject to the IRB approach (prior to application of cap) | Not applicable | |
| 79 | Cap for inclusion of provisions in Tier 2 under the IRB approach | Not applicable | |
| Capital instruments subject to phase-out arrangements | | | |
| 80 | Current cap on CET1 capital instruments subject to phase out arrangements | Not applicable | |
| 81 | Amount excluded from CET1 due to cap (excess over cap after redemptions and maturities) | Not applicable | |
| 82 | Current cap on AT1 capital instruments subject to phase out arrangements | - | |
| 83 | Amount excluded from AT1 capital due to cap (excess over cap after redemptions and maturities) | - | |
| 84 | Current cap on Tier 2 capital instruments subject to phase out arrangements | 1,538,430 | |
| 85 | Amount excluded from Tier 2 capital due to cap (excess over cap after redemptions and maturities) | - | |

* This refers to the position under the Banking (Capital) Rules in force on 31 December 2012.

Notes to the transition disclosures:

Elements where a more conservative definition has been applied in the Banking (Capital) Rules relative to that set out in Basel III capital standards:

| Row No. | Description | Hong Kong basis | Basel III basis |
|---------|--|-----------------|-----------------|
| 9 | Other intangible assets (net of associated deferred tax liability) <u>Explanation</u> As set out in paragraph 87 of the Basel III text issued by the Basel Committee (December 2010), mortgage servicing rights (MSRs) may be given limited recognition in CET1 capital (and hence be excluded from deduction from CET1 capital up to the specified threshold). In Hong Kong, an AI is required to follow the accounting treatment of including MSRs as part of intangible assets reported in the AI's financial statements and to deduct MSRs in full from CET1 capital. Therefore, the amount to be deducted as reported in row 9 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 9 (i.e. the amount reported under the "Hong Kong basis") adjusted by reducing the amount of MSRs to be deducted to the extent not in excess of the 10% threshold set for MSRs and the aggregate 15% threshold set for MSRs, DTAs arising from temporary differences and significant investments in CET1 capital instruments issued by financial sector entities (excluding those that are loans, facilities or other credit exposures to connected companies) under Basel III. | - | - |
| 10 | Deferred tax assets net of deferred tax liabilities <u>Explanation</u> As set out in paragraphs 69 and 87 of the Basel III text issued by the Basel Committee (December 2010), DTAs that rely on future profitability of the bank to be realized are to be deducted, whereas DTAs which relate to temporary differences may be given limited recognition in CET1 capital (and hence be excluded from deduction from CET1 capital up to the specified threshold). In Hong Kong, an AI is required to deduct all DTAs in full, irrespective of their origin, from CET1 capital. Therefore, the amount to be deducted as reported in row 10 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 10 (i.e. the amount reported under the "Hong Kong basis") adjusted by reducing the amount of DTAs to be deducted which relate to temporary differences to the extent not in excess of the 10% threshold set for DTAs arising from temporary differences and the aggregate 15% threshold set for MSRs, DTAs arising from temporary differences and significant investments in CET1 capital instruments issued by financial sector entities (excluding those that are loans, facilities and other credit exposures to connected companies) under Basel III. | - | - |
| 18 | Insignificant capital investments in CET1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) <u>Explanation</u> For the purpose of determining the total amount of insignificant capital investments in CET1 capital instruments issued by financial sector entities, an AI is required to aggregate any amount of loans, facilities or other credit exposures provided by it to any of its connected companies, where the connected company is a financial sector entity, as if such loans, facilities or other credit exposures were direct holdings, indirect holdings or synthetic holdings of the AI in the capital instruments of the financial sector entity, except where the AI demonstrates to the satisfaction of the Monetary Authority that any such loan was made, any such facility was granted, or any such other credit exposure was incurred, in the ordinary course of the AI's business. Therefore, the amount to be deducted as reported in row 18 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 18 (i.e. the amount reported under the "Hong Kong basis") adjusted by excluding the aggregate amount of loans, facilities or other credit exposures to the AI's connected companies which were subject to deduction under the Hong Kong approach. | - | - |
| 19 | Significant capital investments in CET1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) <u>Explanation</u> For the purpose of determining the total amount of significant capital investments in CET1 capital instruments issued by financial sector entities, an AI is required to aggregate any amount of loans, facilities or other credit exposures provided by it to any of its connected companies, where the connected company is a financial sector entity, as if such loans, facilities or other credit exposures were direct holdings, indirect holdings or synthetic holdings of the AI in the capital instruments of the financial sector entity, except where the AI demonstrates to the satisfaction of the Monetary Authority that any such loan was made, any such facility was granted, or any such other credit exposure was incurred, in the ordinary course of the AI's business. Therefore, the amount to be deducted as reported in row 19 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 19 (i.e. the amount reported under the "Hong Kong basis") adjusted by excluding the aggregate amount of loans, facilities or other credit exposures to the AI's connected companies which were subject to deduction under the Hong Kong approach. | 645,275 | 538,585 |
| 39 | Insignificant capital investments in AT1 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation (amount above 10% threshold) <u>Explanation</u> The effect of treating loans, facilities or other credit exposures to connected companies which are financial sector entities as CET1 capital instruments for the purpose of considering deductions to be made in calculating the capital base (see note re row 18 to the template above) will mean the headroom within the threshold available for the exemption from capital deduction of other insignificant capital investments in AT1 capital instruments may be smaller. Therefore, the amount to be deducted as reported in row 39 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 39 (i.e. the amount reported under the "Hong Kong basis") adjusted by excluding the aggregate amount of loans, facilities or other credit exposures to the AI's connected companies which were subject to deduction under the Hong Kong approach. | - | - |
| | Insignificant capital investments in Tier 2 capital instruments issued by financial sector entities that are outside the scope of regulatory consolidation | - | - |

| | |
|--|--|
| 54 | <p><u>Explanation</u> The effect of treating loans, facilities or other credit exposures to connected companies which are financial sector entities as CET1 capital instruments for the purpose of considering deductions to be made in calculating the capital base (see note re row 18 to the template above) will mean the headroom within the threshold available for the exemption from capital deduction of other insignificant capital investments in Tier 2 capital instruments may be smaller. Therefore, the amount to be deducted as reported in row 54 may be greater than that required under Basel III. The amount reported under the column "Basel III basis" in this box represents the amount reported in row 54 (i.e. the amount reported under the "Hong Kong basis") adjusted by excluding the aggregate amount of loans, facilities or other credit exposures to the AI's connected companies which were subject to deduction under the Hong Kong approach.</p> |
| <p>Remarks: The amount of the 10% / 15% thresholds mentioned above is calculated based on the amount of CET1 capital determined under the Banking (Capital) Rules.</p> | |

Abbreviations:

CET1: Common Equity Tier 1

AT1: Additional Tier 1

| | Balance sheet as in published financial statements | Under regulatory scope of consolidation | Cross reference to definition of capital components |
|---|--|---|---|
| Balance sheet reconciliation | As at 31 December 2017 HK\$'000 | As at 31 December 2017 HK\$'000 | |
| Assets | | | |
| Cash and short-term funds | 5,133,534 | 5,133,534 | |
| Balance with banks and other financial institutions | 558,348 | 558,348 | |
| Trading assets | 1,846,823 | 1,846,823 | |
| Derivative financial instruments | 705,165 | 705,165 | |
| Gross advances to customers | 47,872,348 | 47,872,348 | |
| Less: Individual impairment allowances | 155,963 | 155,963 | |
| Less: Collective impairment allowances | 133,068 | 133,068 | (1) |
| Trade bills | 880,255 | 880,255 | |
| Accrued interest and other assets | 1,436,269 | 1,391,279 | |
| <i>of which: significant capital investments in financial sector entities exceeding 10% threshold</i> | | 7,451 | (2) |
| Available-for-sale financial assets | 32,243,660 | 32,243,660 | |
| Held-to-maturity investments | 1,561,796 | 1,561,796 | |
| Interests in associates | 2,390,809 | 1,399,442 | |
| <i>of which: significant capital investments in financial sector entities exceeding 10% threshold</i> | | 593,224 | (3) |
| Investment in subsidiaries | - | 16,162 | |
| <i>of which: significant capital investments in financial sector entities exceeding 10% threshold</i> | | 6,825 | (4) |
| Amount due from subsidiaries | - | 89,113 | |
| <i>of which: significant capital investments in financial sector entities exceeding 10% threshold</i> | | 37,775 | (5) |
| Fixed assets | 4,100,320 | 4,100,320 | |
| Assets held for sale | 43,900 | 43,900 | |
| Deferred tax assets | 6 | - | |
| Total assets | 98,484,202 | 97,553,114 | |
| Liabilities | | | |
| Deposits and balances of banks and other financial institutions | 11,207,295 | 11,207,295 | |
| Deposits from customers | 62,067,793 | 62,067,793 | |
| Trading liabilities | 1,846,819 | 1,846,819 | |
| Certificates of deposit issued | 3,311,457 | 3,311,457 | |
| Debt securities issued | 1,179,009 | 1,179,009 | |
| Derivative financial instruments | 228,216 | 228,216 | |
| Other liabilities | 2,074,503 | 2,067,492 | |
| Amounts due to subsidiaries | - | 141,677 | |
| Deferred tax liabilities | 643,338 | 616,338 | |
| Subordinated notes issued | 1,557,472 | 1,557,472 | |
| <i>of which: subordinated notes subject to phase out arrangements</i> | | 1,538,430 | (6) |
| Total liabilities | 84,115,902 | 84,223,568 | |
| Equity | | | |
| Share capital | 4,830,448 | 4,830,448 | (7) |
| Reserves | 8,030,055 | 6,991,301 | |
| <i>of which: retained earnings</i> | | 2,890,604 | (8) |
| <i>comprehensive income for the year</i> | | 534,604 | (9) |
| <i>property revaluation reserve (arising from independent professional valuations carried out in November 1989)</i> | | 52,669 | (10) |
| <i>property revaluation reserve</i> | | 2,500,413 | (11) |
| <i>regulatory reserve</i> | | 499,093 | (12) |
| <i>investment revaluation reserve</i> | | 513,918 | (13) |
| Total equity attributable to shareholder of the Bank | 12,860,503 | 11,821,749 | |
| Additional equity instruments | 1,507,797 | 1,507,797 | (14) |
| Total equity | 14,368,300 | 13,329,546 | |
| Total liabilities and equity | 98,484,202 | 97,553,114 | |

Main Features Template
As at 31 December 2017

| | | Ordinary shares | US\$193 million additional tier 1 instruments | USD200 million 6.125% subordinated notes due 2020 |
|----|---|--------------------------------|--|---|
| 1 | Issuer | Fubon Bank (Hong Kong) Limited | Fubon Bank (Hong Kong) Limited | Fubon Bank (Hong Kong) Limited |
| 2 | Unique identifier - ISIN | N.A. | N.A. | XS0561639211 |
| 3 | Governing law(s) of the instrument | Companies Ordinance | Hong Kong law | English law, except for the provisions relating to subordination, which are governed by, and shall be construed in accordance with, Hong Kong law. |
| | <i>Regulatory treatment</i> | | | |
| 4 | Transitional Basel III rules [#] | N.A. | N.A. | Tier 2 |
| 5 | Post-transitional Basel III rules ⁺ | Common Equity Tier 1 | Additional Tier 1 | N.A. |
| 6 | Eligible at solo*/group/group & solo | Solo | Solo | Solo |
| 7 | Instrument type | Ordinary shares | Additional Tier 1 capital instruments | Other |
| 8 | Amount recognised in regulatory capital (Currency in million, as of most recent reporting date) | (HKD million) 4,830 | (HKD million) 1,508 | (HKD million) 769 |
| 9 | Par value of instrument | N.A. | USD 193 million | The subordinated notes with total face value of USD200 million issued in registered form in denominations of USD100,000 each and integral multiples of USD1,000 in excess thereof |
| 10 | Accounting classification | Shareholders' equity | Equity instruments | Liability - amortized cost |
| 11 | Original date of issuance | 27 January 1970 | 29 December 2017 | 30 November 2010 |
| 12 | Perpetual or dated | Perpetual | Perpetual | Dated |
| 13 | Original maturity date | N.A. | N.A. | 30 November 2020 |
| 14 | Issuer call subject to prior supervisory approval | No | Yes | Yes |
| 15 | Optional call date, contingent call dates and redemption amount | N.A. | 29 December 2022 (Redemptions in whole at 100%) | If at any time the Hong Kong Monetary Authority ("HKMA") determines (having regard to the applicable regulatory framework) that these subordinated notes no longer qualify as supplementary capital, the Bank may, on or after 1 January 2013 at its option and subject to the prior written approval of the HKMA, provide notice to such effect to Noteholders, such notice being a "Change in Status Notice". |
| 16 | Subsequent call dates, if applicable | N.A. | Any distribution payment date thereafter | N.A. |

Main Features Template
As at 31 December 2017

| | | Ordinary shares | US\$193 million additional tier 1 instruments | USD200 million 6.125% subordinated notes due 2020 |
|----|---|--|--|--|
| | <i>Coupons / dividends</i> | | | |
| 17 | Fixed or floating dividend/coupon | Floating | Fixed | Fixed |
| 18 | Coupon rate and any related index | N.A. | Year 1-5: 4.85% per annum payable semi-annually in arrear; Year 5 onwards: resettable on year 5 and every 5 years thereafter at then prevailing 5-year US Treasury yield plus a fixed initial spread | 6.125% per annum, payable semi-annually in arrears. |
| 19 | Existence of a dividend stopper | No | Yes | No |
| 20 | Fully discretionary, partially discretionary or mandatory | Fully discretionary | Fully discretionary | Mandatory |
| 21 | Existence of step up or other incentive to redeem | No | No | No |
| 22 | Noncumulative or cumulative | Non-cumulative | Non-cumulative | Non-cumulative |
| 23 | Convertible or non-convertible | Non-convertible | Non-convertible | Non-convertible |
| 24 | If convertible, conversion trigger (s) | N.A. | N.A. | N.A. |
| 25 | If convertible, fully or partially | N.A. | N.A. | N.A. |
| 26 | If convertible, conversion rate | N.A. | N.A. | N.A. |
| 27 | If convertible, mandatory or optional conversion | N.A. | N.A. | N.A. |
| 28 | If convertible, specify instrument type convertible into | N.A. | N.A. | N.A. |
| 29 | If convertible, specify issuer of instrument it converts into | N.A. | N.A. | N.A. |
| 30 | Write-down feature | No | Yes | No |
| 31 | If write-down, write-down trigger(s) | N.A. | Upon the occurrence of a Non-Viability Event | N.A. |
| 32 | If write-down, full or partial | N.A. | Full | N.A. |
| 33 | If write-down, permanent or temporary | N.A. | Permanent | N.A. |
| 34 | If temporary write-down, description of write-up mechanism | N.A. | N.A. | N.A. |
| 35 | Position in subordination hierarchy in liquidation | Rank after USD200 million 6.125% subordinated notes due 2020 and US\$193 million additional tier 1 instruments | Subordinated to depositors, general creditors and other subordinated debtor, but senior to holders of ordinary shares. | Subordinated to depositors, general creditors and all other unsubordinated creditors of the Bank |
| 36 | Non-compliant transitioned features | No | No | Yes |
| 37 | If yes, specify non-compliant features | N.A. | N.A. | Absence of non-viability loss absorption criteria |

Footnote:

Regulatory treatment of capital instruments subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules

+ Regulatory treatment of capital instruments not subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules

* Include solo-consolidated

As at 31 December 2017

Summary Comparison Table

| | Item | Leverage ratio framework HK\$ '000 equivalent |
|---|--|--|
| 1 | Total consolidated assets as per published financial statements | 98,484,202 |
| 2 | Adjustment for investments in banking, financial, insurance or commercial entities that are consolidated for accounting purposes but outside the scope of regulatory consolidation | (927,304) |
| 3 | Adjustment for fiduciary assets recognised on the balance sheet pursuant to the operative accounting framework but excluded from the leverage ratio exposure measure | - |
| 4 | Adjustments for derivative financial instruments | 270,135 |
| 5 | Adjustment for securities financing transactions (i.e. repos and similar secured lending) | 1,063,602 |
| 6 | Adjustment for off-balance sheet items (i.e. conversion to credit equivalent amounts of off-balance sheet exposures) | 4,051,717 |
| 7 | Other adjustments | (3,525,150) |
| 8 | Leverage ratio exposure | 99,417,202 |

As at 31 December 2017

Leverage Ratio Common Disclosure Template

| | Item | Leverage ratio framework HK\$ '000 equivalent |
|---|--|--|
| On-balance sheet exposures | | |
| 1 | On-balance sheet items (excluding derivatives and SFTs, but including collateral) | 85,614,570 |
| 2 | Less: Asset amounts deducted in determining Basel III Tier 1 capital (reported as negative amounts) | (3,658,218) |
| 3 | Total on-balance sheet exposures (excluding derivatives and SFTs) (sum of lines 1 and 2) | 81,956,352 |
| Derivative exposures | | |
| 4 | Replacement cost associated with all derivatives transactions (i.e. net of eligible cash variation margin) | 692,470 |
| 5 | Add-on amounts for PFE associated with all derivatives transactions | 319,858 |
| 6 | Gross-up for derivatives collateral provided where deducted from the balance sheet assets pursuant to the operative accounting framework | - |
| 7 | Less: Deductions of receivables assets for cash variation margin provided in derivatives transactions (reported as negative amounts) | - |
| 8 | Less: Exempted CCP leg of client-cleared trade exposures (reported as negative amounts) | - |
| 9 | Adjusted effective notional amount of written credit derivatives | - |
| 10 | Less: Adjusted effective notional offsets and add-on deductions for written credit derivatives (reported as negative amounts) | - |
| 11 | Total derivative exposures (sum of lines 4 to 10) | 1,012,328 |
| Securities financing transaction exposures | | |
| 12 | Gross SFT assets (with no recognition of netting), after adjusting for sales accounting transactions | 11,333,204 |

| | Item | Leverage ratio framework HK\$ '000 equivalent |
|--|---|--|
| 13 | Less: Netted amounts of cash payables and cash receivables of gross SFT assets (reported as negative amounts) | - |
| 14 | CCR exposure for SFT assets | 1,063,601 |
| 15 | Agent transaction exposures | - |
| 16 | Total securities financing transaction exposures (sum of lines 12 to 15) | 12,396,805 |
| Other off-balance sheet exposures | | |
| 17 | Off-balance sheet exposure at gross notional amount | 28,906,382 |
| 18 | Less: Adjustments for conversion to credit equivalent amounts (reported as negative amounts) | (24,854,665) |
| 19 | Off-balance sheet items (sum of lines 17 and 18) | 4,051,717 |
| Capital and total exposures | | |
| 20 | Tier 1 capital | 9,671,328 |
| 21 | Total exposures (sum of lines 3, 11, 16 and 19) | 99,417,202 |
| Leverage ratio | | |
| 22 | Basel III leverage ratio | 9.73% |

Countercyclical Capital Buffer (CCyB) Ratio Standard Disclosure Template
Geographical breakdown of risk-weighted amounts (RWA) in relation to private sector credit exposures
As at 31 December 2017

| | | a | b | c | d |
|----|---|----------------------------------|---|------------------|-------------------|
| | Jurisdiction (J) | Applicable JCCyB ratio in effect | Total RWA used in computation of CCyB ratio of AI | CCyB ratio of AI | CCyB amount of AI |
| 1 | Hong Kong SAR | 1.250% | 43,217,477 | | |
| 2 | Mainland China | 0% | 5,596,787 | | |
| 3 | Australia (includes Christmas Islands, Cocos Islands, Norfolk Islands, Heard and McDonald Islands, Territory of Ashmore and Cartier Islands and Territory of Coral Sea Islands) | 0% | 2,386 | | |
| 4 | Bahrain | 0% | 6,531 | | |
| 5 | Canada | 0% | 1,794 | | |
| 6 | Chinese Taipei | 0% | 224,190 | | |
| 7 | India | 0% | 1,309 | | |
| 8 | Macau SAR | 0% | 183,033 | | |
| 9 | Malaysia (includes Labuan International Financial Offshore Centre) | 0% | 188,515 | | |
| 10 | New Zealand (includes Cook Islands, Minor Islands, Niue, Ross Dependency and Tokelau) | 0% | 1,847 | | |
| 11 | Singapore | 0% | 476,720 | | |
| 12 | United Kingdom (excludes Guernsey, Isle of Man and Jersey) | 0% | 10,130 | | |
| 13 | United States (includes American Samoa, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, US Virgin Islands and Wake Islands) | 0% | 101,786 | | |
| | Total | | 50,012,505 | 1.080% | 540,218 |

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF



FUBON BANK (HONG KONG) LIMITED
(富邦銀行(香港)有限公司)

Incorporated the 27th day of January, 1970

(Reprinted with all amendments made up to and including 6th January, 2014)

No. 19408

編號

COMPANIES ORDINANCE
(CHAPTER 32)
香 港 法 例 第 3 2 章
公 司 條 例

CERTIFICATE OF CHANGE OF NAME
公 司 更 改 名 稱 證 書

* * *

I hereby certify that
本人謹此證明

INTERNATIONAL BANK OF ASIA LIMITED
(港基國際銀行有限公司)

having by special resolution change its name, is now incorporated under
經 通 過 特 別 決 議 ， 已 將 其 名 稱 更 改 ， 該 公 司 的 註 冊 名
the name of
稱 現 為

FUBON BANK (HONG KONG) LIMITED
(富邦銀行(香港)有限公司)

Issued by the undersigned on 6th April 2005.

本證書於二零零五年四月六日簽發。

(Sd.) Ms. Rosanna K. S. CHEUNG

for Registrar of Companies
Hong Kong

香港公司註冊處處長

(公司註冊主任 張潔心 代行)

Company No. 19408

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

WHEREAS SUN HUNG KAI FINANCE COMPANY, LIMITED (新鴻基財務有限公司) was incorporated as a limited company under the Companies Ordinance on the Twenty-seventh day of January, 1970;

AND WHEREAS by special resolution of the Company and with the approval of the Registrar of Companies, it changed its name to SUN HUNG KAI BANK LIMITED (新鴻基銀行有限公司) on the Twenty-third day of March, 1982;

AND WHEREAS by a further special resolution of the Company and with the approval of the Registrar of Companies, it has changed its name to INTERNATIONAL BANK OF ASIA LIMITED (港基國際銀行有限公司);

NOW THEREFORE I hereby certify that the Company is a limited company incorporated under the name of INTERNATIONAL BANK OF ASIA LIMITED (港基國際銀行有限公司).

GIVEN under my hand this Eighteenth day of September One Thousand Nine Hundred and Eighty-six.

(Sd.) J. Almeida
p. Registrar General
(Registrar of Companies)
Hong Kong

[COPY]

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

SUN HUNG KAI FINANCE COMPANY, LIMITED

(新 鴻 基 財 務 有 限 公 司)

is this day incorporated in Hong Kong under the Companies Ordinance, and that this company is limited.

GIVEN under my hand this Twenty-seventh day of January One Thousand Nine Hundred and Seventy.

(Sd.) SHAM Fai
for Registrar of Companies,
Hong Kong.

THE COMPANIES ORDINANCE, CHAPTER 32

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

FUBON BANK (HONG KONG) LIMITED*

(富 邦 銀 行 (香 港) 有 限 公 司)

First:– The name of the Company is “FUBON BANK (HONG KONG) LIMITED (富 邦 銀 行 (香 港) 有 限 公 司)”.

Second:– The registered office of the Company will be situate in the colony of Hong Kong.

Third:– The objects for which the Company is established are:**

- (A) To carry on in any part of the world the business of banking of all kinds and to transact and do all matters and things incidental thereto or which may at any time hereafter, at any place where the Company shall carry on business, be usually carried on as part of or in connection with or which may be conducive to or be calculated to facilitate or render profitable the transaction of the business of banking or dealing in money or securities of any kind and, in particular, but without limitation:
- (i) to receive money on loan, deposit, current account or otherwise, with or without security, to obtain the use and control of money and securities and to employ and use the same;
 - (ii) to advance or lend money with or without security;
 - (iii) to draw, make, accept, endorse, grant, discount, acquire, buy, sell, issue, negotiate, transfer, hold, invest or deal in and honour, retire, pay or secure obligations, instruments (whether negotiable or not) and securities of every kind;
 - (iv) to grant, issue, negotiate, honour, retire and pay letters of credit, circular notes, drafts and other instruments and securities of every kind;

* Incorporated on 27th January, 1970 under the name Sun Hung Kai Finance Company, Limited (新 鴻 基 財 務 有 限 公 司), name changed to Sun Hung Kai Bank Limited (新 鴻 基 銀 行 有 限 公 司) on 23rd March, 1982, to International Bank of Asia Limited (港 基 國 際 銀 行 有 限 公 司) on 18th September, 1986 and then to Fubon Bank (Hong Kong) Limited (富 邦 銀 行 (香 港) 有 限 公 司) on 6th April, 2005.

** Amended by special resolution passed on 18th September, 1986.

- (v) to buy, sell and deal in foreign exchange, precious metals, bullion and specie;
- (vi) to enter into option contracts and futures contracts of every kind;
- (vii) to contract for public and private loans and to negotiate and issue the same;
- (viii) to receive money, securities, documents and valuables on deposit or for safe custody or otherwise;
- (ix) to collect and transmit money and securities and to act as agent for the receipt of money or of documents and for the delivery of documents;
- (x) to guarantee or otherwise accept responsibility for the genuineness and validity of obligations, instruments, deeds and documents of all kinds;
- (xi) to guarantee or otherwise become responsible for the performance of obligations or contracts of every kind by any company or person;
- (xii) to promote, effect, insure, guarantee, underwrite, secure the subscription or placing of, subscribe or tender for or procure the subscription of, participate in, manage or carry out any issue, public or private, of state, municipal or other loans or of shares, stock, debentures, or debenture stock, notes or bills of any person, firm or company and to lend money for the purposes of any such issue;
- (xiii) to receive security for the implementation of any obligations;
- (xiv) to provide security for the implementation of any of its obligations including, without limitation, the obligations of any of its subsidiaries (as defined in the Companies Ordinance (Cap. 32));
- (xv) to grant indemnities against loss and risks of all kinds;
- (xvi) to promote, join or subscribe to any organisation (corporate or unincorporate) formed to promote the interests and standards of bankers, financiers, and others involved in financial dealings including organisations for the education or welfare of any such persons; and
- (xvii) to enter into any arrangement necessary or desirable in order to promote or maintain financial stability of confidence in banks or other financial organisations whether in Hong Kong or elsewhere.

- (B) To carry on financial business and financial operations of all kinds, and in particular but without limitation, to finance or assist in the financing of the sale of goods, articles or commodities of all and every kind whether by way of personal loan, hire purchase, instalment finance, deferred payment, credit card or otherwise, to acquire by assignment or otherwise debts due and owing to any person or company and to collect such debts and to constitute and to act as managers of unit trusts, mutual funds and investment trusts, to undertake the office of trustee, custodian, administrator, receiver, treasurer, registrar, agent or secretary and to undertake and execute trusts or agency business of all kinds and to issue and transact business in respect of all types of bankers' payment systems and to carry on all kinds of insurance business (insofar as authorised by law so to do) and generally to act as financiers, traders, factors, commission agents, insurance brokers or in any other capacity and to import, export, buy, sell, barter, exchange, let on hire, pledge, make advances upon or otherwise deal in any rights, obligations or property whether tangible or intangible.
- (C) To carry on business as an investment and holding company and:
- (i) to acquire and hold, sell, mortgage, exchange, deal with, dispose of, issue, place and underwrite shares, stocks, debentures, debenture stocks, notes, bonds, obligations and securities issued or guaranteed by any company or other person constituted or carrying on business in any part of the world;
 - (ii) to act as managers, controllers and organisers of all or any part of any business, company managers, managing agents, management consultants and commercial, financial and technical advisers and to provide secretarial, administrative, technical and commercial services of all kinds; and
 - (iii) to control, co-ordinate, finance, subsidise and otherwise assist any company of which any part of the share capital is held by the Company, to enter into any arrangements for sharing profits or losses, union of interests, joint adventure, reciprocal concessions or co-operation, making gratuitous payments by way of subvention or otherwise and into any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company as aforesaid.
- (D) To constitute any trusts with a view to the issue of preferred and deferred or any other special stocks, securities, certificates or other documents based on or representing any shares, stocks or other assets appropriated for the purposes of any such trust and to settle and regulate and if thought fit to undertake and execute any such trusts and to issue, hold or dispose of any such preferred, deferred or other special stocks, securities, certificates or documents.
- (E) To manufacture, buy, sell, and generally deal in any plant, machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt with by the Company.
- (F) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorised to carry on or which is possessed of property suitable for the purposes of the Company and to conduct and carry on or liquidate any such business.

- (G) To apply for, purchase or otherwise acquire any patents, patent rights, copyrights, trade marks, formulae, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (H) To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (I) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
- (J) To establish and support or aid in the establishment and support of associations, institutions, funds and trusts calculated to benefit employees or directors or past employees or directors of the Company or of its predecessors in business or the dependants or connections of any such persons and to grant pension allowances, gratuities or bonuses and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.
- (K) To promote, finance or assist any other company or companies for the purpose of acquiring or taking over all or any of the property, rights, and liabilities of the Company or for any other purpose which may be deemed to benefit the Company directly or indirectly.
- (L) To purchase, take on lease or in exchange, hire and otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant, and stock in trade.
- (M) To construct, improve, maintain, develop, work, manage, carry out or control any buildings and other works which may directly or indirectly advance the Company's interests and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof as the Company thinks fit.
- (N) To invest and deal with the money or other assets of the Company not immediately required in such manner as may from time to time be thought fit.
- (O) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular but without limitation by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital and to purchase, redeem or pay off any such securities.

- (P) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company or in or about the organisation, formation, or promotion of the Company or the conduct of its business.
- (Q) To adopt such means of making known and advertising the business and products of the Company as may seem expedient.
- (R) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right, or privilege which any government or authority or any corporation or other public body may be empowered to grant and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Company's shares, debentures or other securities and assets to defray the necessary costs, charges and expenses thereof.
- (S) To apply for, promote and obtain any statute, order, regulation or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Company and to oppose any bills, proceedings or applications which the Company may deem to prejudice directly or indirectly the Company's interests.
- (T) To procure the Company to be registered or recognised in any country or place outside Hong Kong.
- (U) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (V) To issue and allot fully or partly paid shares in the capital of the Company whether having deferred or preferred rights or not in payment or part payment of any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company.
- (W) To sell or dispose of the undertaking of the Company or any part thereof and to accept payment or part payment for any real or personal property sold or otherwise disposed of by the Company or any services rendered by the Company in cash, by instalments or otherwise or in shares in the capital of any other company whether fully or partly paid and having deferred or preferred rights or not or by means of debentures, notes or otherwise.
- (X) To distribute any of the property of the Company among the members in kind or otherwise but so that no distribution amounting to a reduction of capital shall be made without the sanction (if any) required by law.
- (Y) To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and whether as principal, agent, contractor or trustee or otherwise and by or through trustees or agents or otherwise and either alone or in conjunction with others.
- (Z) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

It is hereby declared that the objects specified in each of the sub-clauses of this Clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed therein) by reference to or inference from the terms of any other sub-clause or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company. It is further hereby declared that where the context so admits the words “firm” or “company” in this Clause shall be deemed to include any partnership, association or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Ordinance, (Cap. 32) and that where there are references in this Clause to matters of opinion or judgment (of the Company or otherwise) such matters are to be determined by the Directors or by any person to whom any such power of decision has been delegated by the Directors in accordance with the Articles of Association of the Company.

Fourth:– The liability of the members of the Company is limited.

Fifth:– ***The authorised share capital of the Company is HK\$1,406,592,000 divided into 1,406,592,000 ordinary shares of HK\$1.00 each.

Sixth:– The capital of the Company may be increased, and any of the original shares and any new shares, from time to time to be created, may, from time to time, be divided into such classes with such preferential, deferred, or special rights, privileges or conditions and other special incidents as may be prescribed or determined upon by or in accordance with the Articles of Association and Regulations of the Company for the time being or otherwise.

Dividends may be paid in cash or by the distribution of specific assets or otherwise as provided by the Articles of Association of the Company and/or Regulations of the Company for the time being or otherwise.

*** The authorised share capital has been amended by respective special/ordinary resolutions dated 25th July, 1985, 11th October, 1993, 14th October, 1993, 24th April, 1997, 9th March, 1998, 21st November, 2008 and 6th January, 2014.

WE, the several persons whose names and addresses, and descriptions are hereto subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:

| Name, Addresses and Descriptions of Subscribers | Number of Shares taken by each Subscriber |
|---|---|
| <p>(Sd.) (LEE SHAU KEE) Marco Polo Mansion, 12th Floor, Flat A, Paterson Street, Hong Kong. Merchant</p> <p>(Sd.) (KWOK TAK SENG) 887 King's Road G/F, Hong Kong Merchant</p> | <p>One</p> <p>One</p> |
| <p>Total Number of Shares Taken.....</p> | <p>Two</p> |

DATED the 22nd day of January, 1970.

WITNESS to the above signatures:

(Sd.) William Kwan
Solicitor,
Hong Kong.

THE COMPANIES ORDINANCE CHAPTER 32

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION****

of

FUBON BANK (HONG KONG) LIMITED

(富 邦 銀 行 (香 港) 有 限 公 司)

PRELIMINARY

1. No regulations set out in any schedule to any ordinance concerning companies shall apply as regulations or articles of the Company.

INTERPRETATION

2. In these Articles unless the context otherwise requires:

“**associate**” shall have the meaning given to it in the Listing Rules;

“**these Articles**” means these Articles of Association as amended from time to time;

“**Board**” means the Board of Directors of the Company or the Directors present at a meeting of Directors at which a quorum is present;

“**Company**” means the above named company;

“**Director**” means a director of the Company;

“**Executive Director**” means a Managing Director or Joint Managing Director of the Company or a Director who is the holder of any other employment or executive office with the Company;

“**the Holder**” in relation to any shares means the Member whose name is entered in the Register as the holder of such shares;

“**Listing Rules**” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;

“**Member**” means a member of the Company;

“**Office**” means the registered office of the Company;

**** Amended by special resolution passed on 14th October, 1993, 21st February, 2005, 21st November 2008 and 6th January, 2014.

“**the Ordinance**” means the Companies Ordinance and every other Ordinance incorporated therewith, or any Ordinance or Ordinances substituted therefor; and in the case of any such substitution the references in these Articles to the provisions of the Ordinance shall be read as references to the provisions substituted therefor in the new Ordinance or Ordinances;

“**paid up**” means paid up or credited as paid up;

“**Recognized Clearing House**” means a recognized clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“**Register**” means the Register of Members of the Company;

“**Seal**” means the common seal of the Company or any official seal that the Company may be permitted to have under the Ordinance;

“**Secretary**” includes a temporary or assistant or deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited (or any other stock exchange in Hong Kong on which the shares or other securities of the Company are for the time being listed);

words denoting the masculine shall include the feminine;

references to writing shall include typewriting, printing, lithography, photography and other modes (including telex and facsimile transmission) of representing or reproducing words in a legible and non-transitory form;

any words or expressions defined in the Ordinance in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be) save that “company” shall where the context permits include any company or body incorporated in Hong Kong or elsewhere; and

references to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

REGISTERED OFFICE

3. The Office shall be at such place in Hong Kong as the Board shall from time to time appoint.

SHARE RIGHTS

4. Subject to any special rights conferred on the holders of any shares or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may by ordinary resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

5. Subject to the Ordinance and to any special rights conferred on the holders of any shares or class of shares, any shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the shareholder are liable, to be redeemed. The terms and manner of redemption shall be provided for by alteration of these Articles.

MODIFICATION OF RIGHTS

6. Subject to the Ordinance, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one or more persons holding or representing by proxy not less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every share held by him, that any holder of shares of the class present in person or by proxy may demand a poll and that at any adjourned meeting of such holders one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum.
7. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

8. Subject to the provisions of the Ordinance and these Articles, the unissued shares of the Company (whether forming part of the original authorised share capital or any increased share capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine.
9. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Ordinance.
10. Except as ordered by a Court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

11. Every person whose name is entered as a holder of any shares in the Register shall be entitled, without payment, to receive within two months after allotment or within ten (10) business days after the lodgment of a transfer to him of the shares in respect of which he is so registered (or within such other period as the terms of issue shall provide) one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time determine. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders

shall be sufficient delivery to all. A Member (except such a nominee as aforesaid) who has transferred part of the shares comprised in his registered holding shall be entitled to a certificate for the balance without charge.

For the purposes of this Article 11 “business day” means any day on which a recognized stock market is open for the business of dealing in securities; and “transfer” means a transfer duly stamped and otherwise valid, and does not include such a transfer as the Company is for any reason entitled to refuse to register and does not register.

12. If a share certificate is defaced, worn out, lost or destroyed it may, subject to the Ordinance, be replaced on payment of a fee not exceeding 2.5 Hong Kong Dollars (or such higher amount as shall for the time being be approved by the Stock Exchange) and on such terms (if any) as to evidence and indemnity and to payment of any reasonable costs and out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and where it is defaced or worn out, after delivery of the old certificate to the Company.
13. All forms of certificate for share or loan capital or other securities (excluding, for the avoidance of doubt, certificates of deposit issued by the Company) of the Company (other than letters of allotment, scrip certificates and other like documents) shall, except to the extent that the terms and conditions for the time being relating thereto otherwise provide, be issued under a Seal and, if issued under an official seal, need not be signed by any person. The Board may also by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.

LIEN

14. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether presently or not) in respect of such share. The Company’s lien on a share shall extend to all dividends and distributions payable thereon. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be wholly or in part exempt from the provisions of this Article.
15. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share.
16. The net proceeds, after payment of all costs and out-of-pocket expenses, of the sale by the Company of any shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the shares sold) be paid to the holder immediately before such sale of the share. For giving effect to any such sale the Board may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

17. The Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the terms of issue thereof made payable at a date fixed by or in accordance with such terms of issue, and each Member shall (subject to the Company serving upon him at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of the shares in respect of which the call was made.
18. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed. A call may be made payable by instalments upon such terms and conditions as the Board may determine.
19. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
20. If a sum called in respect of a share shall not be paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding 15 per cent. per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.
21. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any date fixed by or in accordance with such terms of issue, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which, by the terms of issue, the same becomes payable and, in case of non-payment, all the relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
22. The Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
23. The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 15 per cent. per annum, as may be agreed upon between the Board and the Member paying such sum in advance.

FORFEITURE OF SHARES

24. If any call or instalment of a call remains unpaid on any share after the day appointed for payment thereof, the Board may at any time serve a notice on the holder of such share requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
25. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture shall include surrender.

26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
27. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before the forfeiture the holder of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.
28. Until cancelled in accordance with the requirements of the Ordinance, a forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale, allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board may think fit.
29. A person whose shares have been forfeited shall thereupon cease to be Member in respect of the forfeited shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at the rate fixed by the terms of issue of the shares or, if no such rate is fixed, at the rate of 15 per cent. per annum (or such lower rate as the Board may determine) from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.
30. A statutory declaration that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale, re-allotment or disposition thereof and the Board may authorise some person to transfer the share to the person to whom the same is sold, re-allotted or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

31. Subject to such of the restrictions of these Articles as may be applicable, any Member may transfer all or any of his shares by an instrument of transfer in the usual common form or in any other form which the Board may approve.
32. The instrument of transfer of a share shall be signed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. The machine imprinted signature on an instrument of transfer may be accepted by the Company for the purpose of such transfer subject to any terms which the Company may impose. All instruments of transfer, when registered, may be retained by the Company.
33. The Board may, in its absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which is not a fully paid share.

34. The Board may also decline to register any transfer unless:
- (a) the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (b) the instrument of transfer is in respect of only one class of share; and
 - (c) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.
35. If the Board declines to register a transfer it shall, within twenty-one days after the date on which the instrument of transfer was lodged, send to the transferor and transferee notice of the refusal.
36. A fee not exceeding 2.5 Hong Kong Dollars (or such higher amount as shall for the time being be approved by the Stock Exchange) may be charged by the Company for registering any transfer, or other document relating to or affecting the title to any share, or for otherwise making any entry in the Register relating to any share.

TRANSMISSION OF SHARES

37. In the case of the death of a Member the survivor or survivors, where the deceased was a joint holder, and the executors or administrators of the deceased, where the deceased was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased's shares; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.
38. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law may, subject as hereinafter provided and upon such evidence being produced as may from time to time be required by the Board as to his entitlement, either be registered himself as the holder of the share or elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing an instrument of transfer of such share in favour of his nominee. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or instrument of transfer as aforesaid as if the death or bankruptcy of the Member or other event giving rise to the transmission had not occurred and the notice or instrument of transfer was an instrument of transfer signed by such Member.

39. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law shall (upon such evidence being produced as may from time to time be required by the Board as to his entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or at any separate meeting of the holders of any class of shares in the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends and any other moneys payable in respect of the share until the requirements of the notice have been complied with.

INCREASE OF CAPITAL

40. The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
41. Subject to the Ordinance, the Company may, by the resolution increasing the capital or any other ordinary resolution, direct that the new shares or any of them shall be offered in the first instance to all the holders for the time being of shares of any class or classes in proportion to the number of such shares held by them respectively or may make any other provisions as to issue of the new shares.
42. The new shares shall be subject to all the provisions of these Articles with reference to lien, the payment of calls, forfeiture, transfer, transmission and otherwise.

ALTERATIONS OF CAPITAL

43. The Company may from time to time by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
 - (b) sub-divide its shares or any of them into shares of a smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the Ordinance) and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of the shares may have any such preferred or other special rights over, or may have such deferred or qualified rights or be subject to any such restrictions as compared with, the other or others as the Company has power to attach to unissued or new shares;
 - (c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person or diminish the amount of its authorised share capital by the amount of the shares so cancelled;
- and may also by special resolution:
- (d) subject to any confirmation or consent required by law, reduce its authorised and issued share capital or any capital redemption reserve or any share premium account in any manner.

Where any difficulty arises in regard to any consolidation and division under paragraph (a) of this Article, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to or in accordance with the directions of the purchaser thereof. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

44. Subject to the provisions of the Ordinance, the Company may purchase all or any of its shares of any class (including any redeemable shares) in any way permitted by law.

GENERAL MEETINGS

45. The Board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Ordinance at such times and places as the Board shall appoint. Any general meeting of the Company other than an annual general meeting shall be called an extraordinary general meeting.
46. The Board may, whenever it thinks fit, convene an extraordinary general meeting.

NOTICE OF GENERAL MEETINGS

47. An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty-one day's notice in writing and a meeting other than an annual general meeting or a meeting called for the passing of a special resolution shall be called by not less than fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, day and time of meeting, and, in the case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Notice of every general meeting shall be given in the manner hereinafter mentioned to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the Auditors for the time being of the Company.

Notwithstanding that a meeting of the Company is called by shorter notice than specified in this Article, it shall be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.
48. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

49. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting with the exception of:
- (a) the declaration and sanctioning of dividends;
 - (b) the consideration and adoption of the accounts and balance sheet and the reports of the Directors and other documents required to be annexed to the accounts;
 - (c) the election of Directors in place of those retiring (by rotation or otherwise);
 - (d) the appointment of Auditors where special notice of the resolution for such appointment is not required by the Ordinance;
 - (e) the fixing of, or the determining of the method of fixing, the remuneration of the Directors and of the Auditors.
50. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the appointment choice or election of a chairman which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two Members present in person or by proxy and entitled to vote shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by proxy or in accordance with the provisions of the Ordinance.
51. If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such other day (not being less than fourteen nor more than twenty-eight days thereafter) and at such other time or place as the chairman of the meeting may determine and at such adjourned meeting one Member present in person or by proxy (whatever the number of shares held by him) shall be a quorum. The Company shall give not less than seven days' notice in writing of any meeting adjourned through want of a quorum and such notice shall state that one Member present in person or by proxy (whatever the number of shares held by him) shall be a quorum.
52. Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.
53. The chairman of the Board or, in the case of joint chairmen, the joint chairman designated in accordance with Article 110 to preside as chairman at meetings of the Board (or, in his absence the other joint chairman) shall preside as chairman at general meetings. If at any meeting the chairman or neither of the joint chairmen as the case may be is present within five minutes after the time appointed for holding the meeting, or if the chairman or neither of the joint chairmen as the case may be is willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chairman.

54. The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for three months or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
55. Save as expressly provided by these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING

56. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands every Member who is present in person at a general meeting of the Company shall have one vote, and on a poll every Member who is present in person or by proxy shall have one vote for every share in the capital of the Company of which he is the holder. If any Member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.
57. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the Ordinance, a poll may be demanded by:
 - (a) the chairman of the meeting; or
 - (b) at least three Members present in person or by proxy and entitled to vote; or
 - (c) any Member or Members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all Members having the right to attend and vote at the meeting; or
 - (d) any Member or Members present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be final and conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded for or against such resolution.

58. If a poll is demanded it shall be taken in such manner as the chairman shall direct and he may appoint scrutineers (who need not be Members). The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
59. A poll demanded on the election of a chairman for the meeting shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time (being not later than three months after the date of the demand) and place as the chairman shall direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

60. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn with the consent of the chairman at any time before the close of the meeting or the taking of the poll, whichever is the earlier.
61. On a poll votes may be given either personally or by proxy.
62. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
63. In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of such meeting shall be entitled to an additional or casting vote.
64. In the case of joint holders of a share the vote of the senior of the joint holders who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
65. A Member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, whether on a show of hands or on a poll, by any person authorised in such circumstances to do so on his behalf and such person may vote on a poll by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered at the Office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at which a valid instrument of proxy could be so delivered.
66. No Member shall, unless the Board otherwise determines, be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
67. If (i) any objection shall be raised to the qualification of any voter or (ii) any votes have been counted which ought not to have been counted or which might have been rejected or (iii) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES AND CORPORATE REPRESENTATIVES

68. (A) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.

- (B) Subject to Article 68(C), any corporation which is a Member may in accordance with the Ordinance authorize such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.
- (C) If a Member (or warrant holder of the Company) is, or is a nominee of, a Recognized Clearing House, it may authorize such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of Members (or warrant holders' meeting) provided that, if more than one person is so authorized, the authorization must specify the number and class of shares (or warrants) in respect of which each such person is so authorized. Each person so authorized will be entitled to exercise the same powers on behalf of the Recognized Clearing House or its nominee as that Recognized Clearing House or its nominee could exercise if it were an individual Member (or warrant holder of the Company).
69. A proxy need not be a Member.
70. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any), under which it is signed, or a notarially certified copy of such power or authority, shall be delivered at the Office (or at such other place in Hong Kong as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any document sent therewith) not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned.
71. Instruments of proxy shall be in any common two way form or in such other two way form as the Board may approve and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
72. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice in writing of such determination was received by the Company at the Office (or such other place in Hong Kong as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) one hour at least before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

73. Unless and until otherwise determined by ordinary resolution of the Company, the number of Directors (disregarding alternate Directors) shall be not less than two.

74. A Director need not hold any qualification shares but shall nevertheless be entitled to receive notice of and to attend and speak at all general meetings of the Company.
75. Each of the Directors shall be paid a fee for their services at such rate as may be determined from time to time by the Board.
76. Subject to the provisions of these Articles and the Ordinance, the Company may by ordinary resolution elect any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.
77. Without prejudice to the power of the Company in general meeting in pursuance of any of the provisions of these Articles to appoint any person to be a Director and subject to the Ordinance, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed by the Board shall hold office only until the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors or the number of the Directors who are to retire by rotation at such meeting.
78. The Company may by ordinary resolution passed at a general meeting remove any Director before the expiration of his period of office and may (subject to these Articles) by ordinary resolution appoint another person in his place. Any person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
79. No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for election to the office of Director at any general meeting unless, during the period of seven days commencing on and including the day after the despatch of the notice of the meeting and ending no later than seven days before the date of the meeting, there has been given to the Secretary notice in writing by some Member (not being the person to be proposed) entitled to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.

DISQUALIFICATION OF DIRECTORS

80. Without prejudice to the provisions for retirement by rotation hereinafter contained, the office of a Director shall be vacated in any of the events following, namely if:
 - (a) (not being an Executive Director whose contract precludes resignation) he resigns his office by notice in writing delivered to the Office or tendered at a meeting of the Board;
 - (b) by notice in writing delivered to the Office or tendered at a meeting of the Board his resignation is requested by all of the other Directors;
 - (c) he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Board resolves that his office is vacated;

- (d) he is absent, without leave, from meetings of the Board (whether or not an alternate Director appointed by him attends) for twelve consecutive months, and the Board resolves that his office is vacated;
- (e) he becomes bankrupt or compounds with his creditors;
- (f) he is prohibited by law from being a Director;
- (g) he ceases to be a Director by virtue of the Ordinance or is removed from office pursuant to these Articles.

ROTATION OF DIRECTORS

- 81. At every annual general meeting one-third of the Directors for the time being or, if their number is not a multiple of three, then the number nearest to but not exceeding one-third or such other manner of rotation as may be required by the Listing Rules or other codes, rules and regulations as may be prescribed by the applicable regulatory authority from time to time, shall retire from office. A Director retiring at a meeting shall retain office until the close of the meeting.
- 82. The Directors to retire on each occasion shall be those who have been longest in office since their last election, but as between persons who became or were re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the notice convening the annual general meeting, and no Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after the date of such notice but before the close of the meeting.
- 83. A retiring Director shall be eligible for re-election.
- 84. Subject to the provisions of these Articles, the Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if willing to continue to act, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

EXECUTIVE DIRECTORS

- 85. The Board may from time to time appoint one or more of its body to be Managing Director or to hold any other employment or executive office with the Company for such period (subject to the Ordinance) and upon such terms and conditions as the Board may determine and may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.
- 86. An Executive Director shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

87. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. If such alternate Director is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Office or tendered at a meeting of the Board, or in any other manner approved by the Board. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.
- (B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. The Director appointing the alternate Director shall not be vicariously liable for any tort committed by the alternate Director while the alternate Director is acting in the capacity of an alternate Director. An alternate Director may be paid reasonable expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director.
- (C) Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- (D) An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director provided that, if at any meeting any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

ADDITIONAL REMUNERATION AND EXPENSES

88. Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or any other meeting which as a Director he is entitled to attend and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director. Any Director who, by request, goes or resides outside the jurisdiction in which he normally resides for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

DIRECTORS' INTERESTS

89. (A) A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.
- (B) A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (C) A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested and shall not be liable to account to the Company or the Members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in such other company. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.
- (D) A Director shall not vote on nor be counted in the quorum in relation to any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (included the arrangement or variation of the terms thereof, or the termination thereof).
- (E) Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms thereof, or the termination thereof).
- (F) Subject to the Ordinance and to the next paragraph of this Article, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner, whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

- (G) A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that (a) he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm or (b) he is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement; provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.
- (H) Save as otherwise provided by these Articles, a Director shall not be entitled to vote in respect of any contract or arrangement in which he or any of his associates is materially interested and shall not be counted in the quorum present at the meeting at which such contract or arrangement is considered, but this prohibition shall not apply to any of the following matters namely:
- (i) any contract or arrangement for giving to such Director or any of his associate(s) any security or indemnity in respect of money lent by him or any of his associate(s) or obligations undertaken by him or any of his associates at the request of or for the benefit of the Company;
 - (ii) any contract or arrangement for the giving by the Company of any security or indemnity to a third party in respect of a debt or obligation of the Company which the Director or any of his associate(s) has/have assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security;
 - (iii) any contract or arrangement concerning an offer of shares, debentures or other securities of or by the Company for subscription or purchase where the Director or any of his associate(s) is/are or is/are to be interested as a participant in the underwriting or subunderwriting of the offer;
 - (iv) any contract or arrangement concerning another company in which the Director or any of his associate(s) is/are interested (directly or indirectly) whether as an officer or executive or shareholder or by virtue of his or any of his associates' interest in shares or debentures or other securities of such company, provided that he, together with any of his associates, are not in aggregate beneficially interested in five (5) per cent or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associates is derived) or of the voting rights;
 - (v) any proposal concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to Directors, their associates and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or any of his associate(s) as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates;

- (vi) any arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director or any of his associate(s) benefits in a similar manner as the employees and which does not accord to any director or any of his associate(s) as such any privilege or advantage not accorded to the employees to whom such arrangement relates; and
 - (vii) such other exceptions applicable to all listed companies as shall be approved and notified to such companies by the Stock Exchange from time to time.
- (I) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not be counted in the quorum nor shall he be entitled to vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

BORROWING POWERS

90. The Board may from time to time at their discretion exercise all the powers of the Company to raise or borrow, or to secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or any part thereof.
91. The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures, debenture stock, bonds or other securities of the Company whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
92. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
93. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
94. The Board shall cause a proper register to be kept, in accordance with the provisions of the Ordinance, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Ordinance, in regard to the registration of mortgages and charges therein specified and otherwise.
95. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled by notice to the members, or otherwise, to obtain priority over such prior charge.

POWERS AND DUTIES OF THE BOARD

96. The business of the Company shall be managed by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Ordinance or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Ordinance and of these Articles and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
97. The Board may establish any boards or agencies for managing any of the affairs of the Company, either in Hong Kong or elsewhere, and may appoint any persons to be members of such boards, may appoint any person, firm or company as managers or agents for the management of the whole or such part of the activities of the Company (and in particular, but without limitation, may appoint any company, firm or person to be the Company's investment manager), and may in each case fix their remuneration. The Board may delegate to any such board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board, with power to sub-delegate, and may authorise the members of any such board or any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.
98. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
99. The Board may entrust to and confer upon any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
100. The Company may exercise all the powers conferred by the Ordinance with regard to having official seals and such powers shall be vested in the Board.
101. Subject to the provisions of the Ordinance, the Company may keep an overseas or local or other register in any place, and the Board may make and vary such regulations as it may think fit respecting the keeping of any such register.
102. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

103. The Board shall cause minutes or records to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Board;
 - (b) of the names of the Directors present at each meeting of the Board or committee of the Board; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of the holders of any class of shares in the Company and of the Board and of any committee of the Board.
104. The Board on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director provided that no pension, annuity or other allowance or benefit (except such as may be provided for by any other Article) shall be granted to a Director or former Director who has not been an Executive Director or held any other office or place of profit under the Company or any of its subsidiaries or to a person who has no claim on the Company except as a relation, connection or dependant of a Director or former Director without the approval of an ordinary resolution of the Company. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.
105. The Board may, by resolution, exercise any power conferred by the Ordinance to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person for the whole or part of the undertaking of the Company or that subsidiary.

PROCEEDINGS OF THE BOARD

106. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting.
107. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose or by facsimile at the facsimile number from time to time notified to the Company for this purpose by such Director or by electronic mail at the electronic mail address from time to time notified to the Company for this purpose by such Director or in such other manner as the Board may from time to time determine. A Director absent or intending to be absent from Hong Kong may request the Board that notices of Board meetings shall during his absence be sent to him in any such manner as described above in this Article 107, but such notices need not be given any earlier than notices given to Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from Hong Kong. A Director may waive notice of any meeting either prospectively or retrospectively.

108. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present. A meeting of the Directors may be held by means of telephone or videoconferencing or any other electronic means provided that all participants are thereby able to communicate immediately by voice with all other participants.
109. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
110. The Board may appoint one or two of its body to be chairman or joint chairmen as the case may be of its meetings and determine the period for which they are respectively to hold such office. In making a joint appointment, the Board shall further determine which of the chairmen shall preside as chairman at meetings. If such chairman is absent from any meeting, then the other joint chairman shall preside as chairman of the meeting. If at any meeting the chairman or neither of the joint chairmen as the case may be is present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
111. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
112. The Board may delegate any of its powers authorities and discretions to any committee, consisting of such one or more Directors of the Company, together with such other persons, as it thinks fit, provided that, in the case of a committee consisting of two or more members, the majority of its members are Directors of the Company and no meeting of such committee shall be quorate for the purpose of exercising any of such powers authorities or discretions unless a majority of those present are Directors of the Company. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
113. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
114. A resolution in writing signed by a majority of the Directors for the time being entitled to receive notice of a meeting of the Board (provided that number is sufficient to constitute a quorum) or by a majority of the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee concerned.

115. All acts done by the Board or by any committee or by any person acting as a Director or member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

SECRETARY

116. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.
117. A provision of the Ordinance or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

SEALS

118. The Board shall provide for the custody of every Seal. A Seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that respect. Subject as otherwise provided in these Articles, any instrument to which the common seal is affixed shall be signed by any two Directors or one Director and the Secretary, or such other person or persons as the Board may from time to time by resolution appoint for the purpose, and any instrument to which an official seal is affixed need not, unless the Board for the time being otherwise determines or the law otherwise requires, be signed by any person.

DIVIDENDS AND OTHER PAYMENTS

119. Subject to the Ordinance and as hereinafter set out, the Company in general meeting may from time to time declare dividends to be paid to the Members according to their rights and interests in the profits available for distribution, but no dividend shall be declared in excess of the amount recommended by the Board.
120. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share; and
 - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

121. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justifiable according to the financial position of the Company; the Board may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such position, in the opinion of the Board, justifies such payment. If the share capital is divided into different classes, the Board may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. Provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
122. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of shares of the Company.
123. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.
124. (A) In respect of any dividend proposed to be paid or declared by resolution of the Board or of the Company in general meeting, the Board may further resolve and announce prior to or contemporaneously with the payment or declaration of such dividend:
- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up provided that Members entitled thereto may elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the holders of the shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded;
 - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in lieu and in satisfaction thereof shares shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of any of the Company's reserve accounts (including any share premium account or capital redemption reserve fund) or profit and loss account or amounts otherwise available for distribution as the Board may determine such sum as may be required to pay up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

- (b) that Members entitled to such dividend be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the holders of the shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded;
 - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu and in satisfaction thereof shares shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or profit and loss account or amounts otherwise available for distribution as the Board may determine such sum as may be required to pay up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.

- (B) The shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank pari passu in all respects with the shares then in issue save only as regards participation:
 - (a) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or
 - (b) in any other distribution, bonus or right paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of its proposal to apply the provisions of sub-paragraph (i) and (ii) of paragraph (A) of this Article in relation to the relevant dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the board shall specify that the shares to be allotted pursuant to the provisions of paragraph (A) of this Article shall rank for participation in such distribution, bonus or rights.

- (C) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Article with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are – aggregated and sold and the net proceeds distributed to those entitled or are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into, on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (D) The Company may upon the recommendation of the Board by special resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (A) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to the Members to elect to receive such dividend in cash in lieu of such allotment.
125. (A) Any dividend, interest or other sum payable in cash to the holder of shares may be paid by direct debit, bank transfer or other automated system of bank transfer, or by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
- (B) The Company may cease to send any cheque or warrant through the post for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques or warrants have been returned undelivered or remain uncashed but, subject to the provisions of these Articles, shall recommence sending cheques or warrants in respect of dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.
126. Any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend, interest or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

127. Any general meeting declaring a dividend may by ordinary resolution, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares or debentures of any other company, and the Board shall give effect to such direction, and where any difficulty arises in regard to such distribution the Board may settle it as it thinks expedient, and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any such specific assets and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to secure equality of distribution and may vest any such specific assets in trustees as may seem expedient to the Board.

RESERVES

128. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purposes for which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think it prudent not to distribute.

CAPITALISATION OF PROFITS

129. The Company, may upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the basis that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Article, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.
130. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

RECORD DATES

131. Notwithstanding any other provision of these Articles the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

ACCOUNTING RECORDS

132. The Board shall cause to be kept such accounting records as are required to be kept by law.
133. The accounting records shall be kept at the Office or, subject to the Ordinance, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company. No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board.
134. (A) The Directors shall, from time to time, in accordance with the Ordinance, cause to be prepared and to be laid before the annual general meeting of the Company the relevant financial documents required by the Ordinance. The Directors may also cause to be prepared a summary financial report if they think fit, which may be provided to Members and/or debenture holders instead of the relevant financial documents in accordance with the requirements of the Ordinance and any rules prescribed by the Stock Exchange.
- (B) Subject to paragraph (C) below, a copy of the relevant financial documents or the summary financial report shall, not less than 21 days before the annual general meeting, be sent by post to the registered address of every Member and debenture holder of the Company, or in the case of a joint holding to the Member or debenture holder (as the case may be) whose name stands first in the appropriate Register in respect of the joint holding. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.
- (C) Where a Member or debenture holder of the Company has, in accordance with the Ordinance and any rules prescribed by the Stock Exchange from time to time, consented to treat the making available of the relevant financial documents and/or the summary financial report on the Company's computer network or the making available of the relevant financial documents and/or the summary financial report in any manner, including by way of any other form of electronic communication, as discharging the Company's obligation under paragraph (B) to send a copy of the relevant financial documents and/or the summary financial report to such person, then subject to compliance with the publication and notification requirements of the Ordinance and any rules prescribed by the Stock Exchange from time to time, the making available by the Company on the Company's computer network of the relevant financial documents and/or the summary financial report not less than 21 days before the date of the annual general meeting or the making available of the relevant financial documents and/or summary financial report in such other manner for such other period on or before such date as is permitted under the applicable law shall, in relation to each such Member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (B) above.
- (D) For the purpose of this Article, "relevant financial documents" and "summary financial report" shall have the meaning ascribed to them in the Ordinance.

AUDIT

135. Auditors shall be appointed and their duties regulated in accordance with the Ordinance.

SERVICE OF NOTICES AND OTHER DOCUMENTS

136. Any notice or document to be given or issued by or on behalf of the Company under these Articles shall be in writing, except that any such notice or document to be given or issued by or on behalf of the Company under these Articles (including any “corporate communication” within the meaning ascribed thereto in the Listing Rules) shall be in writing which may or may not be in a transitory form and may be recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form (including an electronic communication and publication on a computer network) whether having physical substance or not may be served or delivered by the Company by any of the following means subject to and to such extent permitted by and in accordance with the Ordinance, the Listing Rules and any other applicable laws, rules and regulations:

- (i) personally;
- (ii) by sending it through the post in a properly prepaid letter, envelope or wrapper addressed to a Member at his registered address as appearing in the Register or in the case of another entitled person (as defined in the Ordinance), to such address as he may provide;
- (iii) by delivering or leaving it at such address as aforesaid;
- (iv) by advertisement in both an English language newspaper and a Chinese language newspaper in Hong Kong;
- (v) by transmitting it as an electronic communication to the entitled person at such electronic address as he may have provided; or
- (vi) by publishing it on the Company’s computer network.

In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders.

137. Any notice or document (including any “corporate communication” within the meaning ascribed thereto in the Listing Rules) given or issued by or on behalf of the Company:

- (i) if sent by post, shall be deemed to have been served or delivered on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office (airmail if posted from Hong Kong to an address outside Hong Kong) and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so properly prepaid, addressed and put into such post office shall be conclusive evidence thereof;
- (ii) if not sent by post but delivered or left at a registered address by the Company, shall be deemed to have been served or delivered on the day it was so delivered or left;
- (iii) if published by way of a newspaper advertisement, shall be deemed to have been served or delivered on the date on which it is advertised in one English language newspaper and one Chinese language newspaper in Hong Kong.

- (iv) if sent as an electronic communication, shall be deemed to have been served or delivered at the time when the notice or document is transmitted electronically provided that no notification that the electronic communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served; and
 - (v) if published on the Company's computer network, shall be deemed to have been served on the day on which the notice or document is published on the Company's computer network to which the entitled person may have access.
- 137A (i) The signature to any notice or document given or issued by or on behalf of the Company may be written, typed, printed or made electronically.
- (ii) Subject to any applicable laws, rules and regulations, any notice or document, including but not limited to the documents referred to in Article 134 and any "corporate communication" within the meaning ascribed thereto in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language.
138. Any notice or other document served on or delivered to any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document, his name has been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

DESTRUCTION OF DOCUMENTS

139. The Company may destroy:
- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
 - (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate variation cancellation or notification was recorded by the Company;
 - (c) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and
 - (d) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:

- (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include references to its disposal in any manner.

WINDING UP

140. If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Ordinance, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole of any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other assets upon which there is any liability.

INDEMNITY

141. (A) Every Director, Executive Director, manager, secretary, officer and auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such Director, Executive Director, manager, secretary, officer or auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under the Ordinance in which relief from liability is granted to him by the Court.
- (B) The Company may purchase and maintain insurance for the benefit of the Company and/or any related company and/or of any Director, Executive Director, manager, secretary, officer or auditor of the Company against:
- (a) (in the case of the Company and/or any related company) any loss, damage, liability and claim which it may suffer or sustain in connection with any breach by the Directors (and/or other officers and/or other persons) or any of them of their duties to the Company;
 - (b) (in the case of any Director, Executive Director, manager, secretary, officer and auditor of the Company) any liability to the Company, a related company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or a related company; and

- (c) (in the case of any Director, Executive Director, manager, secretary, officer and auditor of the Company) any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or a related company.

For the purpose of this Article 141(B), “related company” means any company that is the Company’s subsidiary or holding company or a subsidiary of that holding company.

UNTRACEABLE MEMBERS

142. The Company may sell any shares in the Company, in such manner as the Board thinks fit, if:
- (a) all cheques or warrants in relation to the payment of dividends, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles of the Company have remained uncashed or unclaimed;
 - (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death bankruptcy or operation of law; and
 - (c) the Company has by advertisement in one or more newspapers circulating in Hong Kong including where the issued ordinary share capital of the Company is for the time being listed on the Stock Exchange, the newspapers referred to in Article 136, given notice of its intention to sell such shares (which intention shall be notified to the Stock Exchange also) and a period of three months has elapsed since the date of such advertisement.

For the purpose of the foregoing the “**relevant period**” means the period commencing twelve years before the date of publication of the advertisement referred to in paragraph (c) above and ending at the expiry of the period referred to in that paragraph.

143. To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any moneys earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

PRICING SUPPLEMENT

Pricing Supplement dated 22 November 2010

FUBON BANK (HONG KONG) LIMITED

Issue of U.S.\$200,000,000 Dated Subordinated Fixed Rate Notes due 2020
under the U.S.\$1,000,000,000 Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 23 June 2010. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular.

| | | |
|-----------|---|---|
| 1 | Issuer: | Fubon Bank (Hong Kong) Limited |
| 2 | (i) Series Number: | 2010-01 |
| | (ii) Tranche Number: | 1 |
| 3 | Specified Currency or Currencies: | United States Dollars (“ U.S.\$ ”) |
| 4 | Aggregate Nominal Amount: | |
| | (i) Series: | U.S.\$200,000,000 |
| | (ii) Tranche: | U.S.\$200,000,000 |
| 5 | (i) Issue Price: | 99.447% of the Aggregate Nominal Amount |
| | (ii) Net proceeds: | U.S.\$198,894,000 |
| 6 | Specified Denominations: | U.S.\$100,000 each, and in integral multiples of U.S.\$1,000 in excess thereof. For the avoidance of doubt, the Notes may only be transferred in a minimum transferable amount of U.S.\$100,000 and multiples of U.S.\$1,000 thereafter |
| 7 | (i) Issue Date: | 30 November 2010 |
| | (ii) Interest Commencement Date: | 30 November 2010 |
| 8 | Maturity Date: | 30 November 2020 |
| 9 | Interest Basis: | Fixed Rate (further particulars specified below) |
| 10 | Redemption/Payment Basis: | Redemption at par, together with Arrears of Interest and interest accrued (if any) |
| 11 | Change of Interest or Redemption/Payment Basis: | From and including the Interest Payment Date immediately following a Change in Status Notice (as defined below) becoming effective pursuant to a Change in Status of the Notes Upon a Regulatory Event, the rate of interest on the Notes shall be reduced by 0.50% per annum. For the avoidance of doubt, the rate of interest on the Notes upon |

a Change in Status Notice becoming effective, shall be 5.625% per annum

- 12 Put/Call Options: Not Applicable
- 13 Status of the Notes: Dated Subordinated Notes

If at any time the Hong Kong Monetary Authority (“**HKMA**”) decides (having regard to the applicable regulatory framework) that the Notes no longer qualify as term subordinated debt for inclusion in Category II – Supplementary Capital of the Issuer (a “**Change in Status of the Notes Upon a Regulatory Event**”), the Issuer may, on or after 1 January 2013 at its option and subject to the prior written approval of the HKMA, provide notice to such effect to Noteholders in accordance with Condition 14 (Notices), such notice being a “**Change in Status Notice**”. A Change in Status Notice shall become effective after 1 January 2013 specified therein, and must be given at least 30 days prior to the Interest Payment Date on which it is to become effective. Upon a Change in Status Notice becoming effective, the Notes shall cease to constitute subordinated obligations of the Issuer and shall thereafter constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times thereafter rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes shall, save for such exceptions as may be provided by applicable legislation, at all times thereafter rank at least equally with all its other present and future unsecured and unsubordinated obligations including liabilities in respect of deposits.

Notwithstanding the foregoing, the Issuer may not give a Change in Status Notice if the Notes are excluded from Category II – Supplementary Capital solely due to the following reasons:

- (i) amortisation applicable to Category II – Supplementary Capital status as contemplated in the Banking (Capital) Rules of Hong Kong (Cap. 155L), or any successor rule or ordinance that contemplates amortisation of Category II - Supplementary Capital status prior to the Maturity Date;
- (ii) amortisation due to transitional arrangements for future amendments to Banking (Capital) Rules of Hong Kong (Cap. 155L) relative to its status as of the date of issue of the Notes, except where such transitional arrangements cause the Notes to be fully disqualified from Category II – Supplementary Capital prior to their Maturity Date; or
- (iii) where such exclusion is only due to the application of regulatory limitations on the amount of Category II – Supplementary Capital that may be recognised as supplementary capital of the Issuer

- 14 Listing: Hong Kong Stock Exchange, with an expected effective

listing date of 1 December 2010

15 Method of distribution: Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

Payments of interest in respect of Dated Subordinated Notes will be made subject to the provisions of Condition 3(b).

| | | |
|-----------|--|---|
| 16 | Fixed Rate Note Provisions | Applicable |
| | (i) Rate(s) of Interest: | 6.125% per annum payable semi-annually in arrear in respect of interest accruing from and including 30 November 2010 to but excluding 30 November 2020. See also paragraph 11 |
| | (ii) Interest Payment Date(s): | The 30th day of May and November of each year commencing on 30 May 2011 up to and including 30 November 2020 |
| | (iii) Fixed Coupon Amount(s): | U.S.\$30.625 per U.S.\$1,000 in nominal amount in respect of interest payable on each Interest Payment Date from and including 30 May 2011 to and including 30 November 2020 |
| | (iv) Broken Amount: | Not Applicable |
| | (v) Day Count Fraction (Condition 5(j)): | 30/360 |
| | (vi) Determination Date(s) (Condition 5(j)): | Not Applicable |
| | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: | Not Applicable |
| 17 | Floating Rate Note Provisions | Not Applicable |
| 18 | Zero Coupon Note Provisions | Not Applicable |
| 19 | Index Linked Interest Note Provisions | Not Applicable |
| 20 | Dual Currency Note Provisions | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

| | | |
|-----------|--------------------------------------|----------------|
| 21 | Call Option | Not Applicable |
| 22 | Put Option | Not Applicable |
| 23 | Final Redemption Amount of each Note | At Par |

- 24** Early Redemption Amount
- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(c)) or an Event of Default (Condition 10(a)) or an Enforcement Event (Condition 10(b)) and/or the method of calculating the same (if required or if different from that set out in the Conditions): At Par
 - (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (Condition 6(c)): No
 - (iii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 7(f)): No

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 25** Form of Notes: Registered notes
- (i) Temporary or permanent Global Note/Certificate: Global Certificate which is exchangeable for Definitive Certificates in the limited circumstances specified in the Global Certificate
 - (ii) Applicable TEFRA exemption: Not Applicable
- 26** Financial Centre(s) (Condition 7(h)) or other special provisions relating to payment dates: Hong Kong, London and New York
- 27** Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
- 28** Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on Not Applicable

which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

- | | | |
|-----------|--|---|
| 29 | Details relating to Instalment Notes: | Not Applicable |
| 30 | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 31 | Consolidation provisions: | Not Applicable |
| 32 | Other terms or special conditions: | For the avoidance of doubt and without prejudice to the Conditions, save for redemption on the Maturity Date, the Notes may not be redeemed or purchased or cancelled without the prior consent of the HKMA |

DISTRIBUTION

- | | | |
|-----------|---------------------------------------|---|
| 33 | (i) If syndicated, names of Managers: | Deutsche Bank AG, Singapore Branch and UBS AG, Hong Kong Branch |
| | (ii) Stabilising Manager (if any): | Deutsche Bank AG, Singapore Branch |
| | (iii) Dealer's Commission: | Combined Management and Underwriting Commission |
| 34 | If non-syndicated, name of Dealer: | Not Applicable |
| 35 | Additional selling restrictions: | Not Applicable |

OPERATIONAL INFORMATION

- | | | |
|-----------|---|---------------------------------------|
| 36 | ISIN Code: | XS0561639211 |
| 37 | Common Code: | 056163921 |
| 38 | CMU Instrument Number: | Not Applicable |
| 39 | Clearing system(s) (Euroclear, Clearstream, Luxembourg, the CMU Service or any other clearing system(s)) and the relevant identification number(s): | Euroclear and Clearstream, Luxembourg |

- | | | |
|-----------|--|--|
| 40 | Delivery: | Delivery against payment |
| 41 | The Agents appointed in respect of the Notes are: | Fiscal Agent, Paying Agent and Transfer Agent: Deutsche Bank AG, London Branch Calculation Agent: Deutsche Bank AG, London Branch |
| 42 | Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 11(a): | Not Applicable |
| 43 | The aggregate principal amount of Notes issued has been translated into U.S. dollars at the rate of [●], producing a sum of (for Notes not denominated in U.S. dollars): | Not Applicable |
| 44 | In the case of Registered Notes, specify the location of the office of the Registrar if other than Hong Kong: | Not Applicable |
| 45 | In the case of Bearer Notes, specify the location of the office of the Fiscal Agent if other than London: | Not Applicable |

LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the U.S.\$1,000,000,000 Euro Medium Term Note Programme of Fubon Bank (Hong Kong) Limited.

STABILISING

In connection with the issue of any Tranche of Notes, one of the Dealers named as Stabilising Manager (or persons acting on behalf of any Stabilising Manager) in the applicable Pricing Supplement may, subject to applicable laws and regulations, over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manger(s)) in accordance with all applicable laws and rules.

MATERIAL ADVERSE CHANGE STATEMENT

There has been no significant change in the financial or trading position of the Issuer or of the Group since 30 June 2010 and no material adverse change in the financial position or prospects of the Issuer or of the Group since 31 December 2009.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Offering Circular referred to above, contains all information that is material in the context of the issue of the Notes.

Signed on behalf of the Issuer:

By:

Duly authorised

HK103150014

TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

The following (other than the italicised text) is the text of the terms and conditions of the Capital Securities.

The U.S.\$193,000,000 4.85 per cent. non-cumulative subordinated additional Tier 1 capital securities (each a “**Capital Security**” and together, the “**Capital Securities**”) of Fubon Bank (Hong Kong) Limited (the “**Issuer**”) issued on 29 December 2017 (the “**Issue Date**”) were authorised by the board of directors of the Issuer on 27 November 2017. In these terms and conditions of the Capital Securities (the “**Conditions**”), references to the “**Fiscal Agent**”, the “**Paying Agent**” (which expression shall include the Fiscal Agent), the “**Registrar**”, the “**Transfer Agent**” and the “**Calculation Agent**” (and “**Agents**” shall mean any of the Fiscal Agent, Paying Agent, Registrar, Transfer Agent and Calculation Agent and any other agent or agents appointed from time to time with respect to the Capital Securities) shall initially mean the Issuer and/or such other fiscal agent, paying agent, registrar, transfer agent or calculation agent as may be appointed from time to time by the Issuer in respect of the Capital Securities. The Securityholders (as defined below) are deemed to have notice of all of the provisions of these Conditions, including the exhibits hereto, and all the provisions of any agency agreement subsequently entered into with the Agents and which are applicable to the Securityholders.

1 FORM, DENOMINATION AND TITLE

(A) Form and Denomination

The Capital Securities are issued in registered form in denominations of U.S.\$200,000 each and integral multiples of U.S.\$1,000 in excess thereof. The principal amount of a Capital Security is subject to adjustment following the occurrence of a Non-Viability Event (as defined in Condition 4(C)) in accordance with Condition 4(C) and references in these Conditions to the “**principal amount**” of a Capital Security shall mean the principal amount of a Capital Security as so adjusted. The Capital Securities are represented by registered certificates (“**Certificates**”) and each Certificate shall represent the entire holding of Capital Securities by the same holder. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Securityholders which the Issuer will procure to be kept by the Registrar (the “**Register**”) and at the office of the Issuer.

In these Conditions, reference to “**Securityholders**” or “**holders**” in relation to any Capital Securities shall mean the persons in whose name the Capital Securities are registered.

(B) Title

Title to the Capital Securities passes only by registration in the Register. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Capital Security shall be deemed to be and may be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate)) and no person shall be liable for so treating the Securityholder.

2 TRANSFERS OF THE CAPITAL SECURITIES

(A) Transfers of Interests in Capital Securities

One or more Capital Securities may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Capital Securities to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Capital Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Capital Securities and entries on the Register will be made in accordance with these Conditions and subject to the detailed regulations concerning transfers of Capital Securities set out in Exhibit B hereto. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Fiscal Agent. A copy of the current regulations will be made available by the Registrar or any Transfer Agent to any Securityholder upon request.

(B) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 2(A) shall be available for delivery within seven business days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or any Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(B), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar or the Transfer Agent (as the case may be).

(C) Transfers Free of Charge

Transfers of Capital Securities and Certificates on registration or transfer shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or pre-funding as the Registrar or the Transfer Agent may require) in respect of taxes or charges.

(D) Closed Periods

No Securityholder may require the transfer of any Capital Securities to be registered (i) during the period of 15 days prior to (and including) the due date of any payment of principal or Distributions in respect of the Capital Securities or (ii) during the period

commencing on the date of a Non-Viability Event Notice (as defined in Condition 4(C) below) and ending on (and including) the close of business in Hong Kong on the effective date of the relevant Write-off.

3 STATUS AND SUBORDINATION OF THE CAPITAL SECURITIES

(A) Status of the Capital Securities

The Capital Securities constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The rights and claims of the Securityholders are subordinated in the manner described below.

(B) Subordination

Subject to the insolvency laws of Hong Kong and other applicable laws, in the event of a Winding-Up (as defined below) of the Issuer (other than pursuant to a Permitted Reorganisation (as defined below)), the rights of the Securityholders to payment of principal and Distributions on the Capital Securities, and any other obligations in respect of the Capital Securities, shall rank (i) subordinate and junior in right of payment to, and of all claims of, (a) all unsubordinated creditors of the Issuer (including its depositors), (b) creditors in respect of Tier 2 Capital Securities of the Issuer, and (c) all other Subordinated Creditors of the Issuer whose claims are stated to rank senior to the Capital Securities or rank senior to the Capital Securities by operation of law or contract; (ii) *pari passu* in right of payment to and of all claims of the holders of Parity Obligations; and (iii) senior in right of payment to and of all claims of the holders of Junior Obligations, in each case, present and future.

In the event of a Winding-Up that requires the Securityholders to provide evidence of their claim to principal or Distribution under the Capital Securities, such claims of the Securityholders will only be satisfied after all senior ranking obligations of the Issuer have been satisfied in whole. No amount may be claimed in respect of any Distribution that has been cancelled pursuant to a Mandatory Distribution Cancellation Event or an Optional Distribution Cancellation Event.

For the purposes of these Conditions:

“**Authorized Institution**” has the meaning given to that term in the Banking Ordinance (Cap. 155) of Hong Kong.

“**Capital Regulations**” means capital regulations from time to time applicable to the regulatory capital of Authorized Institutions incorporated in Hong Kong as published by the Monetary Authority.

“**Junior Obligation**” means the Shares, and any other class of the Issuer’s share capital and any instrument or other obligation (including without limitation any preference shares) issued or guaranteed by the Issuer that ranks or is expressed to rank junior to the Capital Securities by operation of law or contract.

“**Monetary Authority**” means the Monetary Authority appointed under section 5A of the Exchange Fund Ordinance (Cap. 66) of Hong Kong or any successor thereto.

“**Parity Obligation**” means any instrument or other obligation issued or entered into by the Issuer that constitutes or qualifies as Additional Tier 1 Capital (or its equivalent) under applicable Capital Regulations or any instrument or other obligation issued, entered into,

or guaranteed by the Issuer that ranks or is expressed to rank *pari passu* with the Capital Securities by operation of law or contract, which for the avoidance of doubt, excludes any Junior Obligations of the Issuer.

“Permitted Reorganisation” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertaking or assets of the Issuer are transferred to a successor entity which assumes all the obligations of the Issuer under the Capital Securities.

“Shares” means the ordinary share capital of the Issuer.

“Subordinated Creditors” means all creditors the indebtedness of which is subordinated, in the event of the Winding-Up of the Issuer, in right of payment to the claims of depositors and other unsubordinated creditors of the Issuer other than those whose claims rank or is expressed to rank by operation of law or contract *pari passu* with, or junior to, the claims of the Securityholders. For this purpose indebtedness shall include all liabilities, whether actual or contingent.

“Tier 2 Capital Securities” means instruments categorised as Tier 2 capital pursuant to the Capital Regulations that rank or are expressed to rank senior to the Capital Securities by operation of law or contract.

“Winding-Up” means, with respect to the Issuer, a final and effective order or resolution for the bankruptcy, winding up, liquidation, administrative receivership, or similar proceeding in respect of the Issuer.

(C) Set-off

Subject to applicable law, no Securityholder may exercise, claim or plead any right of set-off, counter-claim or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Capital Securities and each Securityholder shall, by virtue of being the Securityholder of any Capital Security be deemed to have waived all such rights of such set-off, counter-claim or retention.

In the event that any Securityholder nevertheless receives (whether by set-off or otherwise) directly in a Winding-Up Proceeding in respect of the Issuer any payment by, or distribution of assets of, the Issuer of any kind or character, whether in cash, property or securities, in respect of any amount owing to it by the Issuer arising under or in connection with the Capital Securities, such Securityholder shall, subject to applicable law, immediately pay an amount equal to the amount of such payment or discharge to the Issuer (or, in the event of its Winding-up, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer (as the case may be)) and accordingly any such discharge shall be deemed not to have taken place and each Securityholder, by virtue of becoming a Securityholder of any Capital Securities, shall be deemed to have so agreed and undertaken with and to the Issuer and all depositors and other unsubordinated creditors of the Issuer for good consideration.

4 DISTRIBUTIONS, NON-VIABILITY LOSS ABSORPTION AND HONG KONG RESOLUTION AUTHORITY POWER

(A) DISTRIBUTION PAYMENTS

(i) *Non-Cumulative Distributions*

Subject to Condition 4(B) below, the Capital Securities confer a right to receive distributions (each a “**Distribution**”) on their principal amount (subject to adjustments following the occurrence of a Non-Viability Event in accordance with Condition 4(C)) from, and including, the Issue Date at the applicable Distribution Rate, payable semi-annually in arrear on 29 June and 29 December in each year (each a “**Distribution Payment Date**”).

Distributions will not be cumulative and Distributions which are not paid in accordance with these Conditions will not accumulate or compound and Securityholders will have no right to receive such Distributions at any time, even if subsequent Distributions are paid in the future, or be entitled to any claim in respect thereof against the Issuer. Unless otherwise provided in these Conditions, each Capital Security will cease to confer the right to receive any Distribution from the due date for redemption unless, upon surrender of the Certificate representing such Capital Security, payment of principal is improperly withheld or refused. In such event Distribution shall continue to accrue at such rate (both before and after judgment) until whichever is the earlier of (a) the date on which all amounts due in respect of such Capital Security have been paid; and (b) five days after the date on which the full amount of moneys payable in respect of such Capital Security has been received by the Paying Agent and notice to that effect has been given to the Securityholders in accordance with Condition 11.

No Securityholder shall have any claim in respect of any Distribution or part thereof cancelled and/or not due or payable pursuant to Conditions 4(A) and 4(B) below. Accordingly, such Distribution shall not accumulate for the benefit of the Securityholders or entitle the Securityholders to any claim in respect thereof against the Issuer.

(ii) *Distribution Rate*

The rate of distribution (the “**Distribution Rate**”) applicable to the Capital Securities shall be:

- (a) in respect of the period from, and including, the Issue Date to, but excluding, 29 December 2022 (the “**First Call Date**”), 4.85 per cent. per annum; and
- (b) in respect of any Reset Distribution Period, the relevant Reset Distribution Rate for such Reset Distribution Period.

For the purposes of these Conditions:

“**Calculation Business Day**” means any day, excluding a Saturday and a Sunday, on which banks are open for general business (including dealings in foreign currencies) in New York City and Hong Kong.

“**Calculation Date**” means, in relation to a Reset Distribution Period, the third Calculation Business Day immediately preceding the relevant Distribution Reset Date on which such Reset Distribution Period commences.

“Comparable Treasury Issue” means the U.S. Treasury security selected by the Calculation Agent as having a maturity of five years that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity of five years.

“Comparable Treasury Price” means, with respect to any Fallback Calculation Date, the average of three Reference Treasury Dealer Quotations for such Fallback Calculation Date.

“Distribution Determination Date” means the day falling two Payment Business Days prior to a Distribution Payment Date.

“Distribution Reset Date” means the First Call Date and the day falling each five calendar years after the First Call Date.

“Fallback Calculation Date” means, in relation to a Reset Distribution Period, the second Calculation Business Day immediately preceding the relevant Distribution Reset Date on which such Reset Distribution Period commences.

“Reference Treasury Dealer” means each of the three nationally recognised investment banking firms selected by the Calculation Agent that are primary U.S. Government securities dealers.

“Reference Treasury Dealer Quotations” means with respect to each Reference Treasury Dealer, the average, as determined by the Calculation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Calculation Agent by such Reference Treasury Dealer at 5:00 p.m. (New York City time), on the Fallback Calculation Date.

“Reset Distribution Rate” means, in relation to a Reset Distribution Period, a fixed rate per annum (expressed as a percentage) equal to the aggregate of (a) the then-prevailing U.S. Treasury Rate (as determined as set out below) and (b) the Spread.

“Reset Distribution Period” means the period from, and including, a Distribution Reset Date to, but excluding, the immediately following Distribution Reset Date.

“Spread” means 2.61 per cent. per annum.

“U.S. Treasury Rate” means the rate in percentage per annum notified by the Calculation Agent to the Issuer and the Securityholders equal to the yield on U.S. Treasury securities having a maturity of five years as set forth in the most recently published statistical release designated “H.15(519)” under the caption “Treasury constant maturities” (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury constant maturities” for the maturity of five years) at 5:00 p.m. (New York time) on the Calculation Date. If such release (or any successor release) does not display the relevant yield at 5:00 p.m. (New York time) on the Calculation Date, **“U.S. Treasury Rate”** shall mean the rate in percentage per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable

Treasury Price for the Fallback Calculation Date. If there is no Comparable Treasury Price on the Fallback Calculation Date for whatever reason, “**U.S. Treasury Rate**” means the rate in percentage per annum as notified by the Calculation Agent to the Issuer and the Securityholders equal to the yield on U.S. Treasury securities having a maturity of five years as set forth in the most recently published statistical release designated “H.15(519)” under the caption “Treasury constant maturities” (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury constant maturities” for the maturity of five years) at 5:00 p.m. (New York time) on the last available date preceding the Fallback Calculation Date on which such rate was set forth in such release (or any successor release).

(iii) *Calculation of Distribution and Relevant Reset Distribution Rate*

The Calculation Agent will calculate the amount of Distribution in respect of any period by applying the applicable Distribution Rate to the Calculation Amount. If Distribution is required to be paid in respect of a Capital Security on any date other than the Distribution Payment Date, it shall be calculated by applying the applicable Distribution Rate to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the principal amount of such Capital Security divided by the Calculation Amount, where:

- (a) “**Calculation Amount**” means U.S.\$1,000, subject to adjustment following occurrence of a Non-Viability Event; and
- (b) “**Day Count Fraction**” means, in respect of any period, the number of days in the relevant period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months).

The Calculation Agent will prior to each Distribution Reset Date, calculate the applicable Reset Distribution Rate payable in respect of each Capital Security. The Calculation Agent will cause the Distribution and applicable Reset Distribution Rate determined by it to be promptly notified to the Paying Agent. Notice thereof shall also promptly be given by the Calculation Agent to the Issuer, the Fiscal Agent and the Registrar.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4(A) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agent and the Securityholders and no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes unless caused directly by the fraud, gross negligence or wilful misconduct of the Calculation Agent.

(iv) *Publication of Relevant Reset Distribution Rate*

The Issuer shall cause notice of the then applicable Reset Distribution Rate to be notified to the Securityholders as soon as practicable in accordance with Condition 11 after determination thereof.

(v) *Determination or Calculation by Successor Calculation Agent*

If the Calculation Agent does not at any time for any reason so determine the applicable Reset Distribution Rate, the Issuer shall as soon as practicable appoint a reputable financial institution of good standing as a successor calculation agent to do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the successor calculation agent shall apply the foregoing provisions of this Condition 4(A), with any necessary consequential amendments, to the extent that, in the opinion of the successor calculation agent, it can do so and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(B) Distribution Restrictions

(i) *Optional Distribution Cancellation Event*

Unless a Distribution has already been cancelled in full pursuant to a Mandatory Distribution Cancellation Event, prior to any Distribution Payment Date the Issuer may, at its sole discretion, elect to cancel any payment of a Distribution, in whole or in part, by giving a notice to the Securityholders signed by a director or authorised signatory of the Issuer (a “**Distribution Cancellation Notice**”) at least 10 business days prior to the relevant Distribution Payment Date. The Issuer shall have no obligation to pay any Distribution on any Distribution Payment Date if it validly elects not to do so in accordance with this Condition 4(B)(i) and any failure to pay such Distribution shall not constitute an Event of Default. Distributions are non-cumulative and any Distribution that is cancelled shall therefore not be payable at any time thereafter, whether in a Winding-Up or otherwise.

(ii) *Mandatory Distribution Cancellation Event*

Notwithstanding that a Distribution Cancellation Notice may not have been given, the Issuer shall not be obliged to pay, and shall not pay, any Distribution on the applicable Distribution Payment Date, in whole or in part, as applicable, if and to the extent that:

- (a) the Distribution scheduled to be paid together with any dividends, distributions or other payments scheduled to be paid or made during the Issuer’s then current fiscal year on any Parity Obligations or any instruments which rank or are expressed to rank *pari passu* with any Parity Obligations shall exceed Distributable Reserves (as defined below) as at such Distribution Determination Date; or
- (b) the Monetary Authority directs the Issuer to cancel such Distribution (in whole or in part) or applicable Hong Kong banking regulations or other requirements of the Monetary Authority prevent the payment in full of dividends or other distributions when due on Parity Obligations,

(each a “**Mandatory Distribution Cancellation Event**”).

The Issuer shall have no obligation to pay a Distribution on any Distribution Payment Date if such non-payment is in accordance with this Condition 4(B)(ii) and any failure to pay such Distribution shall not constitute an Event of Default. Distributions are non-cumulative and any Distribution which is cancelled in

accordance with these Conditions shall not be payable at any time thereafter, whether in a Winding-Up or otherwise.

(iii) *Distributable Reserves*

Any Distribution may only be paid out of Distributable Reserves. For the purposes of these Conditions:

“**Distributable Reserves**” means the amounts for the time being available to the Issuer for distribution as a distribution in compliance with section 297 of the Companies Ordinance (Cap. 622) of Hong Kong, as amended or modified from time to time, as at the date of the Issuer’s audited balance sheet last preceding the relevant Distribution Payment Date, and subject to the Monetary Authority’s current capital conservation requirements as applicable to the Issuer on the relevant Distribution Payment Date (the “**Available Amount**”); provided that if the Issuer reasonably determines that the Available Amount as at any Distribution Determination Date is lower than the Available Amount as at the date of the Issuer’s audited balance sheet last preceding the relevant Distribution Payment Date and is insufficient to pay the Distributions and any payments due on Parity Obligations on the relevant Distribution Payment Date, then on certification by a director or authorised signatory of the Issuer and the auditors of such revised amount, the Distributable Reserves shall for the purposes of Distributions mean the Available Amount as set forth in such certificate.

As at the date hereof, pursuant to section 297(1) of the Companies Ordinance (Cap. 622) of Hong Kong, the Issuer may only make a distribution out of profits available for distribution. For the purposes of section 297 of the Companies Ordinance (Cap. 622) of Hong Kong, the Issuer’s profits available for distribution are its accumulated, realised profits, so far as not previously utilised by distribution or capitalisation, less its accumulated, realised losses, so far as not previously written off in a reduction or reorganisation of capital.

(iv) *Dividend Stopper*

If, on any Distribution Payment Date, payment of Distribution scheduled to be paid is not made in full by reason of this Condition 4(B), the Issuer shall not:

- (a) declare or pay in cash any distribution or dividend or make any other payment in cash on, and will procure that no distribution or dividend in cash or other payment in cash is made on, any Shares; or
- (b) purchase, cancel or otherwise acquire any Shares or permit any of its Subsidiaries to do so,

in each case, unless or until the earlier of: (x) the Distribution scheduled to be paid on any subsequent Distribution Payment Date (which, for the avoidance of doubt, shall exclude any Distribution that has been cancelled in accordance with these Conditions prior to such subsequent Distribution Payment Date in respect of a Distribution Payment Date preceding such subsequent Distribution Payment Date) has been paid in full (1) to Securityholders or (2) irrevocably to a designated third party trust account for the benefit of the Securityholders, or (y) the redemption or purchase and cancellation of the Capital Securities in full, or reduction of the principal amount of the Capital Securities to zero in accordance with these

Conditions, or (z) the Issuer is permitted to do so by an Extraordinary Resolution (as defined in Exhibit C hereto) of the Securityholders.

(v) *No Default*

Notwithstanding any other provision in these Conditions, the cancellation or non-payment of any Distribution in accordance with this Condition 4(B) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9(A)) on the part of the Issuer.

(C) Non-Viability Loss Absorption

If a Non-Viability Event occurs and is continuing, the Issuer shall, upon the provision of a Non-Viability Event Notice, irrevocably (without the need for the consent of the Securityholders) reduce the then principal amount of, and cancel any accrued but unpaid Distribution in respect of, each Capital Security (in each case in whole or in part) by an amount equal to the Non-Viability Event Write-off Amount per Capital Security (such reduction and cancellation, and the reduction and cancellation or conversion of any other Subordinated Capital Instruments so reduced and cancelled or converted upon the occurrence of a Non-Viability Event, where applicable, being referred to herein as the “**Write-off**”, and “**Written-off**” shall be construed accordingly).

Concurrently with the giving of the notice of a Non-Viability Event, the Issuer shall procure unless otherwise directed by the Monetary Authority that a similar notice be given in respect of other Subordinated Capital Instruments in accordance with their terms.

For the avoidance of doubt, any Write-off pursuant to this provision will not constitute an Event of Default under the Capital Securities.

Any Capital Security may be subject to one or more Write-offs in part (as the case may be), except where such Capital Security has been Written-off in its entirety. Any references in these Conditions to principal in respect of the Capital Securities shall thereafter refer to the principal amount of the Capital Securities reduced by any applicable Write-off(s). In the case of a partial Write-off, a new Certificate shall be issued thereafter to each Securityholder in respect of the balance of the holding of Capital Securities not Written-off.

Once the principal amount of, and any accrued but unpaid Distribution under, the Capital Securities has been Written-off, the relevant amount(s) Written-off will not be restored in any circumstances including where the relevant Non-Viability Event ceases to continue. No Securityholder may exercise, claim or plead any right to any amount that has been Written-off, and each Securityholder shall, by virtue of his holding of any Capital Securities, be deemed to have waived all such rights to such amount that has been Written-off.

For the purposes of this Condition 4(C):

“**Non-Viability Event**” means the earlier of:

- (a) the Monetary Authority notifying the Issuer in writing that the Monetary Authority is of the opinion that a Write-off or conversion is necessary, without which the Issuer would become non-viable; and
- (b) the Monetary Authority notifying the Issuer in writing that a decision has been made by the government body, a government officer or other relevant regulatory

body with the authority to make such a decision, that a public sector injection of capital or equivalent support is necessary, without which the Issuer would become non-viable.

“Non-Viability Event Notice” means the notice which shall be given by the Issuer not more than two Hong Kong business days after the occurrence of a Non-Viability Event, to the Securityholders, in accordance with Condition 11, and to the Paying Agents in writing and which shall state:

- (a) in reasonable detail the nature of the relevant Non-Viability Event; and
- (b) the Non-Viability Event Write-off Amount for (i) each Capital Security and (ii) each other Subordinated Capital Instrument in accordance with its terms.

“Non-Viability Event Write-off Amount” means the amount of distributions and/or principal to be Written-off as the Monetary Authority may direct or, in the absence of such a direction, as the Issuer shall (in consultation with the Monetary Authority) determine to be necessary to satisfy the Monetary Authority that the Non-Viability Event will cease to continue. For the avoidance of doubt, (i) the full amount of the Capital Securities will be Written-off in full in the event that the amount Written-off is not sufficient for the Non-Viability Event to cease to continue and (ii) in the case of an event falling within paragraph (b) of the definition of Non-Viability Event, the Write-off will be effected in full before any public sector injection of capital or equivalent support. Further, the Non-Viability Event Write-off Amount in respect of each Capital Security will be calculated based on a percentage of the principal amount of that Capital Security.

“Subordinated Capital Instrument” means any Junior Obligation or Parity Obligation which contain provisions relating to a write-down or conversion into ordinary shares in respect of its principal amount on the occurrence, or as a result, of a Non-Viability Event and in respect of which the conditions (if any) to the operation of such provisions are (or with the giving of any certificate or notice which is capable of being given by the Issuer, would be) satisfied.

(D) Hong Kong Resolution Authority Power

Notwithstanding any other term of the Capital Securities, including without limitation Condition 4(C), or any other agreement or arrangement, each Securityholder shall be subject, and shall be deemed to agree, be bound by and acknowledge that they are each subject, to having the Capital Securities being written off, cancelled, converted or modified, or to having the form of the Capital Securities changed, in the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority without prior notice and which may include (without limitation) and result in any of the following or some combination thereof:

- (a) the reduction or cancellation of all or a part of the principal amount of, or Distributions on, the Capital Securities;
- (b) the conversion of all or a part of the principal amount of, or Distributions on, the Capital Securities into shares or other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Capital Securities; and

- (c) the amendment or alteration of the maturity of the Capital Securities or amendment or alteration of the amount of Distributions payable on the Capital Securities, or the date on which the Distributions become payable, including by suspending payment for a temporary period, or any other amendment or alteration of these Conditions.

With respect to (a), (b) and (c) of this Condition 4(D), references to principal and Distributions shall include payments of principal and Distributions that have become due and payable (including principal that has become due and payable at the final redemption date), but which have not been paid, prior to the exercise of any Hong Kong Resolution Authority Power. The rights of the Securityholders under the Capital Securities and these Conditions are subject to, and will be amended and varied, if necessary, solely to give effect to, the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority.

No repayment of the principal amount of the Capital Securities or payment of Distributions on the Capital Securities shall become due and payable or be paid after the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations applicable to the Issuer and the Group.

Upon the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Capital Securities, the Issuer shall provide a written notice as soon as practicable regarding such exercise of the Hong Kong Resolution Authority Power to the Securityholders in accordance with Condition 11.

Neither the reduction or cancellation, in part or in full, of the principal amount of, or Distributions on the Capital Securities, the conversion thereof into another security or obligation of the Issuer or another person, or any other amendment or alteration of these Conditions as a result of the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Issuer nor the exercise of the Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Capital Securities shall constitute an Event of Default under Condition 9(A).

The Financial Institutions (Resolution) Ordinance (the “Ordinance”) was passed by the Legislative Council of Hong Kong and published in the gazette of the Hong Kong Special Administrative Region Government (the “HKSAR Government”) in June 2016. The Ordinance has become effective on 7 July 2017 and all licensed banks in Hong Kong are subject to the Ordinance.

For the purposes of this Condition 4(D):

“**Group**” means the Issuer and its Subsidiaries.

“**Hong Kong Resolution Authority Power**” means any power which may exist from time to time under the Ordinance relating to financial institutions, including licensed banks, deposit-taking companies, restricted licence banks, banking group companies, insurance companies and/or investment firms incorporated in or authorised, designated, recognised or licensed to conduct regulated financial activities in Hong Kong in effect and applicable in Hong Kong to the Issuer or other members of the Group (including, for the avoidance of doubt, powers under Part 4 and Part 5 of the Ordinance) or any other

laws, regulations, rules or requirements relating thereto, as the same may be amended from time to time (whether pursuant to the Ordinance or otherwise), and pursuant to which obligations of a licensed bank, deposit-taking company, restricted licence bank, banking group company, insurance company or investment firm or any of its affiliates can be reduced, cancelled, transferred, modified and/or converted into shares or other securities or obligations of the obligor or any other person.

“**relevant Hong Kong Resolution Authority**” means any authority with the ability to exercise a Hong Kong Resolution Authority Power in relation to the Issuer from time to time.

5 PAYMENTS

(A) Payments in Respect of the Capital Securities

- (i) Payments of principal in respect of Capital Securities shall be made in U.S. dollars against presentation and surrender of the relevant Certificates at the specified office of the Transfer Agent or of the Registrar and in the like manner provided in Condition 5(A)(ii) in respect of payments of Distributions.
- (vi) Distributions shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payments of Distributions in respect of each Capital Security shall be made in U.S. dollars by cheque drawn on a bank and mailed to the holder (or to the first named of joint holders) of such Capital Security at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or the Transfer Agent before the Record Date, such payment of Distributions may be made by transfer to an account in the relevant currency maintained by the payee with a bank.
- (vii) Securityholders will not be entitled to any Distribution or other payment for any delay after the due date in receiving the amount due on a Capital Security if the due date is not a Payment Business Day, if the Securityholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 5(A)(ii) arrives after the due date for payment.

(B) Payments subject to Fiscal Laws

Payments will be subject in all cases, to (i) any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 7, in the place of payment, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Internal Revenue Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

(C) Non-Payment Business Days

If any date for payment in respect of any Capital Security is not a Payment Business Day, the holder shall not be entitled to payment until the next following Payment Business Day nor to any distribution or other sum in respect of such postponed payment. In this Condition 5, “**Payment Business Day**” means a day (other than a Saturday, a Sunday or a public holiday) on which banks and foreign exchange markets are open for business

in the relevant place of presentation (if presentation and/or surrender of such Capital Security is required) in New York City and Hong Kong and where payment is to be made by transfer to an account maintained with a bank in U.S. dollars, on which foreign exchange transactions may be carried on in U.S. dollars in New York City and Hong Kong.

6 REDEMPTION AND PURCHASE

(A) No Fixed Redemption Date

The Capital Securities are perpetual securities in respect of which there is no fixed redemption date. The Capital Securities may not be redeemed at the option of the Issuer other than in accordance with this Condition.

(B) Redemption for Tax Reasons

Subject to Condition 6(F), the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 11, the Securityholders (which notice shall be irrevocable and shall specify the date fixed for redemption), if:

- (a) on the occasion of the next payment due under the Capital Securities, the Issuer has or will become obliged to pay additional amounts as described under Condition 7 as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 27 December 2017; and
- (b) such obligation will apply on the occasion of the next payment due in respect of the Capital Securities and cannot be avoided by the Issuer taking reasonable measures available to it (a "**Withholding Tax Event**"),

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or give effect to such treatment, as the case may be, were a payment in respect of the Capital Securities then due.

Prior to giving any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Fiscal Agent (i) a certificate signed by a director or authorised signatory of the Issuer stating that the requirement referred to in paragraph (a) above will apply on the next Distribution Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it and (ii) a copy of the written consent of the Monetary Authority as referred to in Condition 6(F); and the Fiscal Agent shall be entitled to accept the certificate and consent as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

Capital Securities redeemed pursuant to this Condition 6(B) will be redeemed at their outstanding principal amount together (if appropriate) with Distributions accrued to (but excluding) the date of redemption, subject to adjustment following the occurrence of a Non-Viability Event in accordance with Condition 4(C).

(C) Redemption for Tax Deduction Reasons

Subject to Condition 6(F), the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 11, the Securityholders (which notice shall be irrevocable, subject to Condition 4(C), and shall specify the date fixed for redemption), following the occurrence of a Tax Deduction Event.

For the purposes of this Condition 6(C), a "Tax Deduction Event" occurs if:

- (i) in respect of the Distributions payable on the Capital Securities, the Issuer is no longer, or will no longer be, entitled to claim a deduction in respect of computing its taxation liabilities in Hong Kong or any political subdivision or any authority thereof or therein having power to tax as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 27 December 2017; and
- (ii) such non-tax deductibility cannot be avoided by the Issuer taking reasonable measures available to it,

provided that, no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would cease to be able to claim a tax deduction in respect of the Distribution payable on the Capital Securities as provided in paragraph (i) above as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 27 December 2017.

Prior to the publication of any notice of redemption pursuant to this Condition 6(C), the Issuer shall deliver to the Fiscal Agent (I) a certificate signed by a director or authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that: (1) the conditions precedent to the right of the Issuer so to redeem have occurred, and (2) such non tax deductibility cannot be avoided by the Issuer taking reasonable measures available to it and (II) a copy of the written consent of the Monetary Authority as referred to in Condition 6(F) and the Fiscal Agent shall be entitled to accept the certificate and consent as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

Capital Securities redeemed pursuant to this Condition 6(C) will be redeemed at their outstanding principal amount together (if appropriate) with Distributions accrued to (but excluding) the date of redemption, subject to adjustment following the occurrence of a Non-Viability Event in accordance with Condition 4(C).

(D) Redemption of the Capital Securities for Regulatory Reasons

Subject to Condition 6(F), the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than 30 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 11, the Securityholders (which notice shall be irrevocable and shall specify the date fixed for redemption) following the occurrence of a Capital Event.

For the purposes of this Condition 6(D), a “**Capital Event**” occurs if the Capital Securities, after having qualified as such, will no longer qualify (in whole or in part) as Additional Tier 1 Capital (or equivalent) of the Issuer (other than non-qualification solely as a result of any discontinuing or amortisation requirements as to the eligibility of the Capital Securities for such inclusion pursuant to the relevant legislation and supervisory guidance in force from time to time), as a result of a change or amendment in (or any change in the application or official interpretation of) the relevant provisions of the Banking Ordinance (Cap. 155) of Hong Kong, the Banking (Capital) Rules (Cap. 155L) of Hong Kong, or any successor legislation or regulations made thereunder, or any supervisory guidance issued by the Monetary Authority in relation thereto, provided, however, that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which it is determined that a Capital Event has occurred.

Prior to giving any notice of redemption pursuant to this Condition 6(D), the Issuer shall deliver to the Fiscal Agent (i) a certificate signed by a director or authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to redeem have occurred and (ii) a copy of the written consent of the Monetary Authority; and the Fiscal Agent shall be entitled to accept the certificate and consent as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

Capital Securities redeemed pursuant to this Condition 6(D) will be redeemed at their outstanding principal amount together (if appropriate) with Distributions accrued to (but excluding) the date of redemption, subject to adjustment following the occurrence of a Non-Viability Event in accordance with Condition 4(C).

(E) Redemption at the Option of the Issuer

Subject to Condition 6(F), the Issuer may, having given not less than 30 nor more than 60 days’ notice to the Fiscal Agent and, in accordance with Condition 11, the Securityholders (which notice shall be irrevocable and shall specify the date fixed for redemption) redeem all but not some only of the Capital Securities then outstanding on the First Call Date or any Distribution Payment Date thereafter, at their outstanding principal amount together (if appropriate) with Distributions accrued to (but excluding) the date of redemption, subject to adjustment following the occurrence of a Non-Viability Event in accordance with Condition 4(C).

For the avoidance of doubt, the Issuer does not provide any undertaking that it will redeem the Capital Securities at any time.

(F) Conditions for Redemption and Purchase in Respect of the Capital Securities

Notwithstanding any other provision in these Conditions, the Issuer shall not redeem any of the Capital Securities (other than pursuant to Condition 9) and neither the Issuer nor any of its Controlled Affiliates shall purchase any of the Capital Securities unless the prior written consent of the Monetary Authority thereto shall have been obtained, to the extent such consent is required under the Banking Ordinance (Cap. 155) of Hong Kong, the Banking (Capital) Rules (Cap. 155L) of Hong Kong, or any successor legislation or regulations made thereunder, or any supervisory guidance issued by the Monetary Authority in relation thereto.

Any Capital Securities so purchased in accordance with this Condition 6(F) (which may be in the open market or otherwise and at any price), while held by or on behalf of the Issuer or any such Controlled Affiliate, shall not entitle the holder to vote at any meetings of the Capital Securityholders and shall not be deemed to be outstanding for, among other things, the purposes of calculating quorums at meetings of the Securityholders or for the purposes of Condition 10(A).

All Certificates representing Securityholders purchased by or on behalf of the Issuer and any of its Controlled Affiliates shall be surrendered for cancellation to the Transfer Agent or Registrar and, upon surrender thereof, all such Capital Securities shall be cancelled forthwith. Any Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Capital Securities shall be discharged.

For the avoidance of doubt, this provision shall not apply to the Issuer or any of its Subsidiaries holding the Capital Securities in a purely nominee capacity.

In these Conditions, a “**Controlled Affiliates**” of the Issuer means any affiliates of the Issuer over which the Issuer exercises control or significant influence (excluding any holding company of the Issuer).

7 TAXATION

All payments of principal and distributions by or on behalf of the Issuer in respect of the Capital Securities shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Hong Kong or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If the Issuer is required to make a deduction or withholding by or within Hong Kong, the Issuer shall pay such additional amounts as shall result in receipt by the Securityholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Capital Security:

- (i) *Other connection*: to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Capital Securities by reason of his having some connection with Hong Kong other than the mere holding of the Capital Securities; or
- (ii) *Presentation more than 30 days after the Relevant Date*: presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

As used in these Conditions, “**Relevant Date**” in respect of any Capital Security means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Securityholders that, upon further presentation of the Capital Security (or relative Certificate) being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (a) “**principal**” shall be deemed to include any premium payable in respect of the Capital Securities, and all amounts in the nature of principal payable

pursuant to Condition 6 or any amendment or supplement to it, (b) “**distributions**” shall be deemed to include all Distributions and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (c) “**principal**” and/or “**distributions**” shall be deemed to include any additional amounts that may be payable under this Condition 7.

8 PRESCRIPTION

Claims against the Issuer for payment in respect of the Capital Securities shall be prescribed and will become void unless made within a period of 10 years (in the case of principal) or five years (in the case of Distribution) from the Relevant Date (as defined in Condition 7).

9 EVENTS OF DEFAULT AND ENFORCEMENT

(A) Events of Default and Winding-up Proceedings

- (i) If default is made in the payment of any amount of principal or Distributions in respect of the Capital Securities on the due date for payment thereof and such failure continues for a period of seven days in the case of principal or 14 days in the case of Distribution (each, an “**Event of Default**”) then in order to enforce the obligations of the Issuer, any holder of Capital Securities may institute a Winding-Up Proceeding against the Issuer.
- (ii) If an order is made or an effective resolution is passed for the Winding-Up of the Issuer (whether or not an Event of Default has occurred and is continuing) then any Securityholder may, by written notice to the Issuer, declare any Capital Security held by it to be immediately due and payable, whereupon they shall become immediately due and payable at their outstanding principal amount together (if appropriate) with Distributions accrued to (but excluding) the date of actual payment, subject to adjustment following the occurrence of a Non-Viability Event in accordance with Condition 4(C), without further action or formality.

In these Conditions:

“**Winding-Up Proceedings**” means, with respect to the Issuer, proceedings for the bankruptcy, liquidation, winding-up, administrative receivership, or other similar proceeding of the Issuer.

(B) Enforcement

Without prejudice to Condition 9(A), the holder of any Capital Security may subject as provided below, at its discretion and without further notice, institute such proceedings against the Issuer if the Issuer fails to perform, observe or comply with any obligation, condition or provision relating to the Capital Securities binding on it under these Conditions (other than any obligation of the Issuer for the payment of any principal or Distributions in respect of the Capital Securities), provided that the Issuer shall not as a consequence of such proceedings be obliged to pay any sum or sums representing or measured by reference to principal or Distributions in respect of the Capital Securities sooner than the same would otherwise have been payable by it.

Subject to applicable laws, no remedy (including the exercise of any right of set-off or analogous event) other than those provided for in Condition 10(A) and this Condition 10(B) or submitting a claim in the Winding-Up of the Issuer will be available to the Securityholders

10 MEETINGS OF SECURITYHOLDERS AND MODIFICATIONS

(A) Meetings of Securityholders

Exhibit C hereto contains provisions for convening meetings of Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in Exhibit C hereto) of a modification of any of these Conditions. Such a meeting may be convened by Securityholders holding not less than 10 per cent. in nominal amount of the Capital Securities for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution (as defined in Exhibit C hereto) shall be one or more persons holding or representing not less than 50 per cent. in nominal amount of the Capital Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Securityholders whatever the nominal amount of the Capital Securities held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to change any date scheduled for payment of principal or Distribution in respect of the Capital Securities, to reduce or cancel the amount of principal or Distribution payable on any date in respect of the Capital Securities, or to alter the method of calculating the amount of any payment in respect of the Capital Securities on redemption or the date for any such payment, (ii) to effect the exchange, conversion or substitution of the Capital Securities for, or the conversion of the Capital Securities into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed, (iii) to change the currency of payments under the Capital Securities, (iv) to amend any provision of Condition 3(B), 4(C) or 4(D) or (v) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution (as defined in Exhibit C hereto), in which case the necessary quorum shall be one or more persons holding or representing not less than 66 $\frac{2}{3}$ per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Capital Securities for the time being outstanding. Any Extraordinary Resolution (as defined in Exhibit C hereto) duly passed shall be binding on all Securityholders (whether or not they were present at the meeting at which such resolution was passed).

(B) Modifications of Exhibit C

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, Exhibit C hereto, if to do so could not reasonably be expected to be prejudicial to the interests of the Securityholders or if such modification is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law. Any such modification, authorisation or waiver shall be binding on the Securityholders, and such modification, authorisation or waiver shall be notified to the Securityholders as soon as practicable.

11 NOTICES

Notices to the Securityholders shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

12 AGENTS

The Fiscal Agent, the Paying Agent, the Registrar, the Transfer Agent and the Calculation Agent shall initially mean the Issuer and its specified office for this purpose is listed in Exhibit D hereto.

The Fiscal Agent, the Paying Agent, the Registrar, the Transfer Agent and the Calculation Agent and any Calculation Agent appointed from time to time in respect of any Capital Securities (save in the case of the Issuer) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Securityholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent, any other Paying Agent, any Registrar, any Transfer Agent or any Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, in each case, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar, (iii) a Transfer Agent, and (iv) a Calculation Agent.

Notice of any such change or any change of any specified office shall promptly be given by the Issuer to the Securityholders.

13 REPLACEMENT OF CERTIFICATES

If a Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Paying Agent and of the Registrar, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Certificate is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Certificates) and otherwise as the Issuer may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE (CAP 623)

No person shall have any right to enforce any term or condition of the Capital Securities under the Contracts (Rights of Third Parties) Ordinance (Cap 623).

15 GOVERNING LAW AND SUBMISSION TO JURISDICTION

(A) Governing Law

The Capital Securities and any non-contractual obligations arising out of or in connection with the Capital Securities are governed by, and shall be construed in accordance with, the laws of Hong Kong.

(B) Submission to Jurisdiction

The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Capital Securities and accordingly any legal action or proceedings arising out of or in connection with any Capital Securities (a “**Dispute**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

**EXHIBIT A
FORM OF TRANSFER**

FOR VALUE RECEIVED the undersigned hereby transfers to

.....
.....

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF THE TRANSFEREE, THE TELEPHONE AND FACSIMILE NUMBERS OF THE RELEVANT CONTACT PERSONS FOR SUCH TRANSFEREE AND THE NAMES OF AUTHORISED SIGNATORIES OF SUCH TRANSFEREE)

U.S.\$193,000,000 (193 million U.S. dollars) principal amount of the Capital Securities in respect of which this Certificate (Certificate No.: [●]) is issued, and all rights in respect thereof.

All payments in respect of the Capital Securities hereby transferred are to be made (unless otherwise instructed by the transferee) to the following account:

Name of bank:

U.S.\$ account number:

For the account of:

Dated:

Signed: Certifying Signature

Notes:

- (a) A representative of the holder of the Capital Securities should state the capacity in which he signs, e.g. executor.
- (b) The signature of the persons effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a notary public or in such other manner as the Issuer may require.
- (c) This form of transfer should be dated as of the date it is deposited with the Issuer.
- (d) Transfers of the Capital Securities are subject to the restrictions set out in Condition 3 and Exhibit B.

EXHIBIT B
REGULATIONS CONCERNING THE TRANSFER AND REGISTRATION OF
CAPITAL SECURITIES

- 1 Each Capital Security shall be in the denomination of U.S.\$200,000, with integral multiples of U.S.\$1,000 in excess thereof. Certificates, each evidencing entitlement to one or more Capital Security, shall be issued in accordance with the Conditions.
- 2 The Capital Securities are transferable by execution of the form of transfer on each Certificate endorsed under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of a director or authorised signatory of the Issuer in writing. In this Exhibit “**transferor**” shall where the context permits or requires include joint transferors and be construed accordingly.
- 3 The Certificate issued in respect of the Capital Securities to be transferred must be delivered for registration to the specified office of the Issuer (currently Fubon Bank Building, 34-38 Des Voeux Road Central, Hong Kong) accompanied by such other evidence (including certificates and/or legal opinions) as the Issuer may reasonably require to prove the title of the transferor or his right to transfer the Capital Security and his identity and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so. The signature of the person effecting a transfer of a Capital Security shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Issuer may require.
- 4 The executors or administrators of a deceased holder of Capital Securities (not being one of several joint holders) and, in the case of the death of one or more of joint holders, the survivor or survivors of such joint holders, shall be the only persons recognised by the Issuer as having any title to such Capital Securities.
- 5 Any person becoming entitled to Capital Securities in consequence of the death or bankruptcy of the holder of such Capital Securities may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Issuer shall require (including certificates and/or legal opinions), be registered himself as the holder of such Capital Securities or, subject to the preceding paragraphs as to transfer, may transfer such Capital Securities. The Issuer may retain any amount payable upon the Capital Securities to which any person is so entitled until such person shall be so registered or shall duly transfer the Capital Securities.
- 6 Unless otherwise requested by him and agreed by the Issuer, a holder of Capital Securities shall be entitled to receive only one Certificate in respect of his holding.
- 7 The joint holders of a Capital Security shall be entitled to one Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of the joint holding.
- 8 The Issuer shall make no charge to the holders for the registration of any holding of Capital Securities or any transfer of Capital Securities or for the issue of any Certificates or for the delivery of Certificates at the principal place of business in Hong Kong of the Issuer to whom the request for registration, transfer or delivery was delivered or by uninsured post to the address specified by the holder. If any holder entitled to receive a Certificate wishes to have it

delivered to him otherwise than at the principal place of business in Hong Kong of the Issuer, such delivery shall be made upon his written request to the Issuer, at his risk and (except where sent by uninsured post to the address specified by the holder) at his expense.

- 9 The Issuer will within five business days of a request to effect a transfer of a Capital Security deliver at its principal place of business in Hong Kong to the transferee or despatch by mail (at the risk of the transferee) to such address as the transferee may request, a new Certificate in respect of the Capital Security or Capital Securities transferred. In the case of a transfer, conversion or redemption of fewer than all the Capital Securities in respect of which a Certificate is issued, a new Certificate in respect of the Capital Securities not transferred, converted or redeemed will be so delivered to the holder of the Capital Securities to its address appearing on the register of holders of Capital Securities.
- 10 Notwithstanding any other provisions of this Certificate, the Issuer shall register the transfer of any Capital Security only upon presentation of an executed and duly completed form of transfer substantially in the form set forth in Exhibit A together with any other documents thereby required.
- 11 The Issuer may promulgate any other regulations that it may deem reasonably necessary to facilitate the registration and transfer of the Capital Securities.

EXHIBIT C
PROVISIONS GOVERNING SECURITYHOLDER MEETINGS

(A) Definitions

In this Exhibit:

“Extraordinary Resolution” means a resolution passed at a meeting duly convened and held in accordance with this Exhibit by a majority of at least $66\frac{2}{3}$ per cent. of the votes cast;

“Majority Securityholders” means, at any time, any one or more holders holding Capital Securities or being proxies or representatives in respect of Capital Securities and representing, in the aggregate, more than 50 per cent. of the aggregate principal amount of all Capital Securities then outstanding;

(B) Poll

On a poll each Securityholder, proxy or representative will have a vote in respect of each Capital Security held or for which it is a proxy or representative. All votes will be conducted by poll.

(C) Conduct and Quorum

Any meeting of the Securityholders shall (subject to the provisions of this Exhibit and Condition 10) be convened by Securityholders holding not less than 10 per cent. in nominal amount of the Capital Securities for the time being outstanding, conducted and held in all respects as near as possible in the same way as shall be provided by the bye-laws for the time being of the Issuer with regard to general meetings of the Issuer provided that no member of the Issuer not being a director or officer of the Issuer shall be entitled to notice thereof or to attend thereat unless he is also a Securityholder. The quorum at any such meeting convened to consider an Extraordinary Resolution one or more persons holding or representing a clear majority in nominal amount of the Capital Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Securityholders whatever the nominal amount of the Capital Securities held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to change any date scheduled for payment of principal or Distribution in respect of the Capital Securities, to reduce or cancel the amount of principal or Distribution payable on any date in respect of the Capital Securities, or to alter the method of calculating the amount of any payment in respect of the Capital Securities on redemption or the date for any such payment, (ii) to effect the exchange, conversion or substitution of the Capital Securities for, or the conversion of the Capital Securities into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed, (iii) to change the currency of payments under the Capital Securities, (iv) to amend any provision of Condition 3(B), 4(C) or 4(D) or (v) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be one or more persons holding or representing not less than $66\frac{2}{3}$ per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Capital Securities for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Securityholders (whether or not they were present at the meeting at which such resolution was passed). In the event of any conflict between the bye-laws of the Issuer for the time being and Condition 10 and this Exhibit, the Conditions and this Exhibit shall prevail.

(D) Proxies

Any Securityholder shall be permitted to appoint a proxy to represent him at any Securityholders' meeting held in accordance with this Instrument. A proxy need not be a Securityholder and need not

be a member of the Issuer. Any Securityholder wishing to appoint a proxy must deliver to the principal place of business of the Issuer in Hong Kong a notice in writing signed by the Securityholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation stating that the Securityholder desires to appoint a proxy to represent the Securityholder at the meeting. The notice shall state the name of the proxy and the notice will only be valid if delivered to the principal place of business in Hong Kong of the Issuer at least 48 hours prior to the time appointed for the commencement of the meeting. A validly appointed proxy shall have the right to vote on a resolution or act on his or its behalf in connection with any meeting or proposed meeting. A holder of a Capital Security which is a corporation may by delivering to the principal place of the Issuer in Hong Kong not later than 48 hours before the time fixed for any meeting a resolution of its directors or other governing body in Hong Kong authorise any person to act as its representative (a “**representative**”) in connection with any meeting or proposed meeting of Securityholders.

A proxy or representative so appointed shall so long as such appointment remains in force be deemed, for all purposes in connection with any meeting or proposed meeting of Securityholders specified in such appointment, to be the holder of the Capital Securities to which such appointment relates and the holder of the Capital Security shall be deemed for such purposes not to be the holder.

(E) Adjournments

If within a quarter of an hour after the time appointed for any meeting of Securityholders a quorum as set out in paragraph (B) above is not present the meeting shall stand adjourned to such day (not being less than fourteen (14) or more than twenty-eight (28) days after the date of the meeting from which such adjournment takes place) and time and place as the chairman of the meeting may determine and at the adjourned meeting the Securityholders present (whatever the amount held or represented by them) shall form a quorum. Notice of an adjourned meeting shall be given in like manner as for the original meeting and such notice shall state that the Securityholders present at such meeting whatever their number or the Capital Securities held or represented by them will constitute a quorum for all purposes.

The chairman of the meeting may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting which may not lawfully have been transacted at the meeting from which the adjournment took place.

The chairman shall be selected by the Issuer, failing whom the Majority Securityholders shall be entitled to elect a chairman (who need not be a Securityholder).

The following shall be entitled to attend and vote at any meeting of Securityholders:

- (i) Securityholders, proxies and representatives.

The following shall be entitled to attend any meeting of the Securityholders:

- (i) Representatives of the Issuer;
- (ii) The Issuer’s legal and financial advisers.

(F) Written Resolutions

A resolution in writing signed by or on behalf of 90 per cent. of the aggregate principal amount of the Securityholders who for the time being are entitled to receive notice of a meeting in accordance with these provisions shall for all purposes be as valid as a resolution passed at a meeting of Securityholders convened and held in accordance with these provisions. Such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Securityholders.

**EXHIBIT D
AGENTS**

FISCAL AGENT, REGISTRAR, TRANSFER AGENT AND CALCULATION AGENT

Fubon Bank (Hong Kong) Limited
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