

CERTIFIED TRUE COPY

For and on behalf of

TENGIS LIMITED


.....
Authorised Signatory
Secretaries

REPRINTED
MEMORANDUM

9 JUL 1996

AND

ARTICLES OF ASSOCIATION

OF

CHAU'S BROTHERS FINANCE COMPANY LIMITED

(周氏兄弟財務有限公司)

(Name changed on 12/3/82)

Incorporated the 27th day of May, 1980.

JOHNSON, STOKES & MASTER

Solicitors, &c.

HONG KONG

Reprinted By
PRINTFAST COMPANY
Rm. 502, Lee Loong Building,
4, Queen Victoria Street,
Central,
Hong Kong.
Tel.: 5256815 5256763

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THE COMPANIES ORDINANCE

(CHAPTER 32)

ORDINARY RESOLUTIONS

OF

周氏兄弟財務有限公司

CHAU'S BROTHERS FINANCE COMPANY LIMITED

PASSED ON 18TH JUNE 1996

At an Extraordinary General Meeting of the above Company held at 11/F Chau's Commercial Centre, 284 Sha Tsui Road, Tsuen Wan, New Territories, Hong Kong on 18th June 1996 at 2:00 p.m., the following resolutions were duly passed:-

A. As an Ordinary Resolution

"That the authorised capital of the Company be increased from HK\$25,000,000.00 to HK\$50,000,000.00 by the creation of an additional 25,000 shares of HK\$1,000.00 each, such new shares ranking pari passu in all respects with the existing ordinary shares in the capital of the Company."

B. As an Ordinary Resolution

"That a sum of HK\$10,000,000.00 standing to the credit of the profit and loss account be capitalised and that the directors be and they are authorised and directed to appropriate such sum to the undernoted shareholders registered at the close of business on 14th June 1996 in the proportion to their existing shareholding and to apply such sum on behalf of such shareholders in paying up in full 10,000 of the unissued ordinary shares of HK\$1,000.00 each in the capital of the Company, such shares be allotted, distributed and credited as fully paid up to and amongst such shareholders in the following proportions and that such new shares shall rank pari passu in all respects with the existing ordinary shares of the Company:

.../2

<u>Name of Shareholder</u>	<u>No. of Ordinary Shares held as at 14th June 1996</u>	<u>No. of Ordinary Shares to be allotted on capitalisation issue of shares</u>
Chau Hop Shing Investment Company Limited	6,500	2,600
Hau Cheong Investment Company Limited	8,600	3,440
Kwan Tak Land Investment Company Limited	1,950	780
William Chau Investment Company Limited	4,950	1,980
Ma Shun Ling	<u>3,000</u>	<u>1,200</u>
	25,000	10,000 "
	=====	=====

C. As an Ordinary Resolution

"That the directors be authorised to allot 15,000 shares of HK\$1,000.00 each to the following applicants:

<u>Name of Applicant</u>	<u>No. of Shares</u>
Yeung Ming Realty Company Limited	4,000
William Chau Investment Company Limited	4,000
Ma Shun Ling	1,000
Chow Ming Joe, Raymond	1,500
Chau Chung Tung	1,500
Chau Hau Ping	1,500
Chau Hau Lai	<u>1,500</u>
	15,000 "
	=====



Chairman

THE COMPANIES ORDINANCE

(CHAPTER 32)

周氏兄弟財務有限公司
CHAU'S BROTHERS FINANCE COMPANY LIMITED

RESOLUTIONS

passed on 12th October 1990

At an Extraordinary General Meeting of the above Company duly convened and held at 12/F Chau's Commercial Centre, 284 Sha Tsui Road, Tsuen Wan, New Territories, Hong Kong on the 12th day of October 1990 at 2:30 p.m., the following resolutions were duly passed:—

A. As an Ordinary Resolution

“That the authorised capital of the Company be increased from HK\$10,000,000.00 to HK\$25,000,000.00 by the creation of an additional 15,000 shares of HK\$1,000.00 each, such new shares ranking pari passu in all respects with the existing ordinary shares in the capital of the Company”.

B. As an Ordinary Resolution

“That a sum of HK\$3,000,000.00 standing to the credit of the profit and loss account be capitalised and that the directors be

and they are authorised and directed to appropriate such sum to the shareholders registered at the close of business on 9th October 1990 in the proportion to their existing shareholding and to apply such sum on behalf of such shareholders in paying up in full 3,000 unissued ordinary shares of HK\$1,000.00 each in the capital of the Company, such shares be allotted, distributed and credited as fully paid up to and amongst such shareholders in the following proportions :

<u>Name Of Shareholder</u>	<u>No. of Ordinary Shares Held As At 9th October 1990</u>	<u>No. Of Ordinary Shares To Be Allotted</u>
Chau Hop Shing Investment Company Limited	5,000	1,500
Hau Cheong Investment Company Limited	2,000	600
Kwan Tak Land Investment Company Limited	1,500	450
William Chau Investment Company Limited	1,500	450
	<hr/> 10,000 =====	<hr/> 3,000 =====
		”

C. As an Ordinary Resolution

“That the directors be authorised to allot 12,000 shares of HK\$1,000.00 each to the following applicants:

<u>Name Of Applicant</u>	<u>No. Of Shares</u>
Hau Cheong Investment Company Limited	6,000
William Chau Investment Company Limited	3,000
Ma Shun Ling	3,000
	<hr/>
	12,000 "
	<hr/> <hr/>

(Sd.) Chau Hau Cheong

Chairman

THE COMPANIES ORDINANCE (CHAPTER 32)

ORDINARY RESOLUTION

OF

CHAU'S BROTHERS FINANCE COMPANY LIMITED
(周氏兄弟財務有限公司)

passed on 10th May, 1983

At an Extraordinary General Meeting of Shareholders of the above Company held at 11/F Chau's Commercial Centre, 284 Sha Tsui Road, Tsuen Wan on the above-mentioned date, the following resolution was duly passed as an Ordinary Resolution:

“THAT the authorised capital of the Company be increased from HK\$5,000,000 to HK\$10,000,000 by creation of an additional 5,000 shares of HK\$1,000 each, such new shares ranking pari passu with the existing ordinary shares in all respects.”

(Sd.) Chau How Chen

Chairman of the Meeting

No. 82418

[C O P Y]

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Whereas CHAU'S BROTHERS FINANCE COMPANY LIMITED was incorporated in Hong Kong as a limited company under the Companies Ordinance on the Twenty-seventh day of May, 1980;

And whereas by special resolution of the Company and with the approval of the Registrar of Companies, it has changed its name;

Now therefore I hereby certify that the Company is a limited company incorporated under the name of CHAU'S BROTHERS FINANCE COMPANY LIMITED (周氏兄弟財務有限公司).

Given under my hand this Twelfth day of March One Thousand Nine Hundred and Eighty-two.

(Sd.) J. Almeida
J. ALMEIDA

.....
*for Registrar of Companies,
Hong Kong*

CHAU'S BROTHERS FINANCE COMPANY LIMITED

SPECIAL RESOLUTION

Made pursuant to Section 22(1) and filed
pursuant to Section 117 of the
Companies Ordinance, Cap. 32.

Passed on the 25th day of February, 1982

At an Extraordinary General Meeting of the abovenamed Company duly convened and held at the registered office of the Company at 11/F., Chau's Commercial Centre, 284 Sha Tsui Road, Tsuen Wan, New Territories, Hong Kong on the 25th day of February, 1982 at 12:00 p.m. the following resolution was passed as a Special Resolution:—

SPECIAL RESOLUTION

“That the name of the Company be changed from ‘Chau's Brothers Finance Company Limited’ to ‘Chau's Brothers Finance Company Limited (周氏兄弟財務有限公司)’.”

(Sd.) Chau Hau Cheong

Chau Hau Cheong
Chairman

No. 82418

[COPY]

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

CHAU'S BROTHERS FINANCE COMPANY LIMITED

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

GIVEN under my hand this 27th day of May,
One Thousand Nine Hundred and Eighty.

(Sd.) LAI MING CHI
for Registrar of Companies,
Hong Kong.

THE COMPANIES ORDINANCE

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

CHAU'S BROTHERS FINANCE COMPANY LIMITED

(周氏兄弟財務有限公司)

(Name changed on 12/3/82)

1. The name of the Company is "CHAU'S BROTHERS FINANCE COMPANY LIMITED (周氏兄弟財務有限公司)".
(Name changed on 12/3/82)

2. The Registered Office of the Company will be situated in the Colony of Hong Kong.

3. The objects for which the Company is established are:—

(a) To carry on all or any one or more of the following businesses:—

- (i) borrowing, raising or taking up money;
- (ii) lending or advancing money, securities or property;
- (iii) granting and issuing letters of credit;
- (iv) discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, debenture stock, certificates, scrip and other instruments or securities, whether transferable or negotiable, or not;

- (v) acquiring, holding, issuing, commissioning, underwriting and dealing with stocks, funds, debentures, debenture stock, bonds, obligations, securities and investments of all kinds;
 - (vi) receiving money and valuables on deposit;
 - (vii) collecting and transmitting money and securities;
 - (viii) managing property;
 - (ix) transacting all kinds of agency business;
 - (x) buying, selling or leasing land or things of commercial value of every description.
- (b) To carry out any transactions or operations whatsoever which may be lawfully undertaken and carried out by capitalists, promoters, brokers, agents, factors, merchants, underwriters, (but not in respect of life, marine or fire insurance) financiers or concessionaires.
- (c) To carry on a general financial business and general financial operations of all kinds in any part of the world.
- (d) To buy, sell, manufacture, alter, repair, exchange, deal in and finance the sale of land and things of commercial value of every description and to let on hire, or hire purchase, or sell any of the same and to carry out by contract or otherwise any work connected therewith.
- (e) To advance, or lend money to, or deposit money with, or grant or provide credit or financial accommodation to any person or company, government or governmental instrumentality in any of the currencies of the World on such terms as may appear expedient.
- (f) To lead, manage or participate in the underwriting of debt, equity and convertible debt to equity issues in any of the currencies of the World.
- (g) To lead, manage or participate in any type of syndicated loan in any of the currencies of the World to any person or company, government or governmental instrumentality in any part of the World.

- (h) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, certificates of deposit, cheques, commercial paper, letters of credit and other negotiable or transferable instruments denominated in any currency of the World.
- (i) To purchase or otherwise acquire by way of investment any real and/or personal property.
- (j) To acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business whether in the Colony of Hong Kong or elsewhere and to acquire and hold debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, municipal, local or otherwise.
- (k) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (l) To facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares, stocks and securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertakings into companies.
- (m) To create, issue, acquire, receive, accept and hold, place, dispose of and deal with solely or jointly with any other company or companies, person or persons whether as principal, trustee or nominee or delegate or agent or attorney investments and securities, shares, stocks, portfolios, units, sub-units and certificates thereof or other portions of or titles to investments, loans, book debts, mortgages, debentures, debenture stock, bonds, obligations, securities, deposit notes, unsecured notes and evidence of indebtedness or of the

right to participate in profits or assets or other similar documents by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise and to underwrite or guarantee the subscription for the same or any of them.

- (n) To take part in the formation, management, supervision or control of the business or operations of any company or undertaking, firm or person and for that purpose to appoint and remunerate any directors, managers, accountants or other experts, agents or persons.
- (o) To offer and provide, with or without direct remuneration, any corporate financial advice or service to any company or corporation, person or firm in any part of the World; and in particular, but without limiting the generality of the foregoing, to manage, administer and advise on investment portfolios and the purchase, holding and sale of securities of every kind.
- (p) To enter into any guarantee, or suretyship and in particular, but without limiting the generality of the foregoing, to guarantee the payment of any principal moneys, premiums, interest and other moneys secured by or payable under any obligations or securities and the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.
- (q) To purchase, dispose of, sell, accept mortgages on or finance the purchase of steamships, vessels and aircraft of any description whether as owners, agents, managers or trustees, or on the authority or on behalf of any third party or in any other capacity.
- (r) To acquire mines, mining rights, mineral lands, timber and forestry lands and concessions anywhere throughout the whole World and any interest therein and to explore, work, exercise, develop and turn same to account.
- (s) To raise, borrow or secure the payment of money in such manner as the Company shall think fit and in particular by the issue and re-issue of debentures or debenture stock perpetual or otherwise or by mortgage

or other security charged upon its undertaking or upon all or any of the Company's property both present and future including its uncalled capital and to purchase, redeem, pay off or re-issue any such securities.

- (t) To act as underwriter, dealer, broker, trader, investor or agent for or in respect of any investment or security whatsoever, but not to transact fire, life or marine insurance business.
- (u) To transact and undertake all kinds of agency business, whether in respect of agricultural, industrial, commercial, or financial matters, and in particular, but without limiting the generality of the foregoing to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale and improvement, development, and management of property, including business concerns and undertakings.
- (v) To carry on all or any of the businesses of manufacturers agents, merchants, buying agents, importers, exporters, distributors agents, commission agents and dealers in merchandisable commodities of every description.
- (w) To carry on the businesses of auctioneers, valuers, estate and property agents, brokers, (whether mortgage brokers or otherwise) and to manage lands, buildings and other properties whether belonging to the Company or not.
- (x) To purchase, take on lease, hire or otherwise acquire in the said colony or elsewhere any real or personal property or any rights or interests therein, which the Board of Directors of the Company may think necessary or convenient for effectuating any of its objects, and in particular any lands, plantations, houses, factories, warehouses, plant, machinery, licences, franchises, stocks, material or property of any description and to hold, work, use, maintain and improve, sell, exchange, lease, let, surrender, mortgage, charge, grant licences, easements, options, servitudes and other rights over, and in any other manner dispose of or otherwise deal with the same or any other property of the Company.

- (y) To develop, improve and utilize any land within the said colony or elsewhere acquired by the Company, or in which the Company is interested, and lay out and prepare the same for building purposes, construct, alter, pull down, decorate, maintain, fit up and improve buildings, roads, and conveniences, and to plant, pave, drain, maintain, let on building lease or building agreement any such land, and advance money to, enter into contracts and arrangements of all kinds with builders and tenants of and others interested in any such land.
- (z) To purchase or otherwise acquire, hold, deal in, sell or otherwise dispose of commodities of every kind and to act as commodity brokers.
- (aa) To purchase or by any other lawful means acquire and protect, prolong and renew, throughout the World any patents, patent rights, copyrights, trade marks, trade names, processes, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (bb) To undertake and execute any trusts the undertaking whereof may seem desirable, and also to undertake the office of executor, administrator, treasurer, registrar or auditor, and to keep for any company, government authority, or body, any register relating to any stocks, funds, shares, or securities, or to undertake any duties in relation to the registration of transfers and the issue of certificates, or to act as directors, accountants, secretaries or managers for any other company.
- (cc) To establish, manage, administer, act as trustee in respect of, or render services in connection with, any investment trust, unit trust or mutual fund or any other trust or fund of any description.
- (dd) To adopt such means of making known the activities and business of the Company as may seem expedient by advertising or by such other means as the Company shall determine.

- (ee) To purchase or otherwise acquire and maintain a seat on any stock exchange in any part of the World.
- (ff) To become a member of any partnership or a party to any lawful agreement for, or to enter into any arrangement for sharing profits, union of interests, reciprocal concessions, joint venture, amalgamation or co-operation or mutual trade agreement with any person, association, partnership, co-partnership, firm or corporation that is either presently engaging in or about to engage in any business which this Company is authorized to carry on, or that is conducting or transacting any business capable of being conducted so as directly or indirectly to benefit this Company.
- (gg) To subscribe or guarantee money for any charitable, benevolent, public, general or useful object, or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (hh) To grant pensions or gratuities to any officers or employees or ex-officers or ex-employees of the Company or its predecessors in business or of its holding company or subsidiary companies (if any), or to the relations, connections or dependants of any such persons, and to establish or support any associations, institutions, clubs, building and housing schemes, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to enter into any arrangements for profit-sharing with any such persons.
- (ii) To sell, dispose of or grant rights or licences in respect of or otherwise deal with all or any property and rights of the Company for cash or upon terms in consideration of royalties or commissions or for shares or otherwise and upon any terms and conditions that the Directors of the Company may deem desirable.
- (jj) To enter into arrangements for the joint working in business or for sharing profits or for amalgamation with any other company, firm or person carrying on

business within the objects of this Company and to act as agent for any other company, firm or person.

- (kk) To promote companies for any purpose whatsoever.
- (ll) To enter into any arrangements or contracts with any public municipal or other body or authority or with any company, firm or person for any of the purposes of the Company and to appoint any company, firm or person the agent of the Company for any purpose.
- (mm) To appoint attorneys for and on behalf of the Company and to execute and confer the necessary powers upon the said attorneys to act for and in the name and on behalf of the Company and to revoke all or any of such powers and appointments.
- (nn) To act as agent for any person, firm or company and to establish and to regulate or control branches and agencies for any purpose in connection with the business of the Company.
- (oo) To effect insurances against risk or loss to the Company of whatsoever nature.
- (pp) To make such arrangements as the Company may deem fit for the holding of any property of the Company in the names or name of trustees or a trustee for the Company.
- (qq) To procure the Company or any subsidiary thereof to be registered or recognised in any country or place outside the Colony of Hong Kong.
- (rr) To obtain or apply for and promote any order of the Governor of Hong Kong or of Her Majesty in Council or any act or ordinance of any colonial parliament, or of legislative assembly or council or any provisional or other order or any charter, licence or concession of any proper authority in the United Kingdom or elsewhere, for enabling the Company to carry any of its objects into effect, or for dissolving the Company and re-incorporating its members as a new company for any of the objects specified in this Memorandum.

or for effecting any modification in the Company's constitution.

- (ss) To distribute any of the property of the Company amongst its members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (tt) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (uu) To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
- (vv) To sell the business, undertaking or assets of the Company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences or authorities or any estate, rights property, privileges, or assets of any kind for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (ww) To do all or any of the above things in any part of the World, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (xx) To pay all costs, charges and expenses of the promotion, flotation and establishment of the Company and to remunerate any person, firm or company by brokerage or otherwise for services rendered or to be rendered in placing any shares or securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

- (yy) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Hong Kong or elsewhere, and further the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

(Amended by ordinary resolutions passed on 10/5/83 and 12/10/90) 5. The Share Capital of the Company is HK\$25,000,000.00 divided into 25,000 shares of HK\$1,000.00 each, with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred or special rights, privileges, conditions or restrictions as may be determined by or in accordance with the regulations of the Company and with power to increase or reduce the capital of the Company and to issue all or any part of such original or increased or reduced capital with such preferential, deferred or special rights, privileges, conditions or restrictions as are attached thereto.

WE, the several persons whose names, 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:

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
(Sd.) CHAU HAU CHEONG 4A, Siu Wo Street, Ground floor, Tsuen Wan, New Territories. Merchant	One
(Sd.) CHAU HOW CHEN 4A, Siu Wo Street, Ground floor, Tsuen Wan, New Territories. Merchant	One
Total Number of Shares Taken ...	Two

Dated the 28th day of April, 1980.

WITNESS to the above signatures:

(Sd.) E. H. C. FONG

Solicitor,

HONG KONG.

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

CHAU'S BROTHERS FINANCE COMPANY LIMITED

(周氏兄弟財務有限公司)

(Name changed on 12/3/82)

PRELIMINARY

1. The regulations in Table A in the First Schedule to the Ordinance shall not apply to the Company.

INTERPRETATION

2. (a) In these Articles save where the context otherwise requires:—

“the Company” means the abovenamed Company;

“the Ordinance” means the Companies Ordinance (Cap. 32), and includes every other ordinance incorporated therewith or 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;

- “the Board” and
“the Directors” means the directors for the time being of the Company or the Directors present at a duly convened meeting of directors at which a quorum is present;
- “dividend” includes bonus;
- “month” means calendar month;
- “the Office” means the registered office of the Company for the time being;
- “paid up” includes credited as paid up;
- “the Register” means the register of members of the Company kept pursuant to the Ordinance and includes any branch register kept pursuant to the Ordinance;
- “the Seal” means the common seal of the Company or any official seal that the Company may have as permitted by the Ordinance;
- “these Articles” means these Articles of Association in their present form or as altered from time to time;
- “in Writing” and
“written” includes cable and telex messages and any mode of reproducing words in a legible and non-transitory form.
- (b) In these Articles, if not inconsistent with the subject or context, words importing the singular number only shall include the plural number and *vice versa*, and words importing any gender shall include all genders and *vice versa*.
- (c) Subject as aforesaid, any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

- (d) The headings and marginal notes are inserted for conveniences only and shall not affect the construction of these Articles.

PRIVATE COMPANY

3. The Company is a private company, and **Private Company.** accordingly:—

- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- (b) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company were, while in that employment, and have continued after the determination of that employment to be, members of the Company) shall be limited to fifty, provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purposes of this Article, be treated as a single member; and
- (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.

BUSINESS

4. Any branch or kind of business, which by the Memorandum of Association of the Company or these Articles is either expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business. **Business to be undertaken by Directors.**

THE OFFICE

The Office. 5. The Office shall be at such place in Hong Kong as the Directors shall from time to time appoint.

SHARES

Shares at disposal of Directors. 6. Save as provided by contract or these Articles to the contrary, all unissued shares shall be at the disposal of the Directors, who may allot, grant options over, or otherwise deal with or dispose of the same to such persons, at such times, for such consideration and generally upon such terms and conditions, as they think proper, but so that no shares of any class shall be issued at a discount except in accordance with section 46 of the Ordinance.

Difference for amount and time of payment of calls. 7. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

Payment for shares. 8. If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the shares, or his legal personal representative.

Issue of redeemable preference shares. 9. Any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.

Non-recognition of trusts. 10. Subject to the provisions of these Articles the Company shall not, except as required by Law, be bound by or required in any way to recognise any contingent, future, partial or equitable interest in any share or in any fractional part of a share, or any other right in respect of any share, or any other claim to or in respect of any such share on the part of any person (even when having notice thereof) except an

absolute right to the entirety thereof in the registered holder.

11. The Company may in connection with the issue of any shares exercise all powers of paying interest out of capital and of paying commission and brokerage conferred or permitted by the Ordinance. Power to pay interest out of capital, commission and brokerage.
12. No person shall become a member until his name shall have been entered into the Register.

JOINT HOLDERS OF SHARES

13. Where two or more persons are registered as the holders of any shares they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the following provisions:— Joint holders.

- (a) the Company shall not be bound to register more than three persons as the holders of any shares except in the case of the legal personal representatives of a deceased member;
- (b) the joint holders of any shares shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such shares;
- (c) on the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such shares, but the Directors may require such evidence of death as they may deem fit;
- (d) any one of such joint holders may give effectual receipts for any dividend, bonus or return of capital payable to such joint holders; and
- (e) only the person whose name stands first in the Register as one of the joint holders of any shares shall be entitled to delivery of the certificate relating to such shares, or to receive notices from the Company, or to attend or vote at general meetings of the

Company, and any notice given to such person shall be deemed notice to all the joint holders; but any one of such joint holders may be appointed the proxy of the persons entitled to vote on behalf of such joint holders, and as such proxy to attend and vote at general meetings of the Company, but if more than one of such joint holders be present at any meeting personally or by proxy that one so present whose name stands first in the Register in respect of such shares shall alone be entitled to vote in respect thereof.

SHARE CERTIFICATES

Issue of certificates.

14. Every member shall, without payment, be entitled to receive, within two months after allotment or lodgment of transfer duly stamped, or within such other period as the conditions of issue may provide, a certificate for all his shares of any particular class, or several certificates, each for one or more of his shares, upon payment of such sum, not exceeding two dollars for every certificate after the first, as the Directors shall from time to time determine, provided that, in the event of a member transferring part of the shares represented by a certificate in his name, a new certificate in respect of the balance thereof shall be issued in his name without payment and, in the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares of any particular class registered in their joint names, and delivery of a certificate for a share to any one of several joint holders thereof shall be sufficient delivery to all.

Form of certificate.

15. Every share certificate shall be issued under the Seal and shall specify the number and class of shares, and if required the distinctive numbers thereof, to which the certificate relates, and the amount paid up thereon. No certificate shall be issued in respect of more than one class of shares.

16. If any share certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced as the Directors shall require. and in case of wearing out or defacement, on delivery up of the old certificate, and in case of destruction or loss, on the execution of such indemnity (if any), as the Directors may from time to time require. In case of destruction or loss, the person to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

Replace-
ment of
certificates.

CALLS ON SHARES

17. (a) The Directors may from time to time make calls upon the members in respect of all moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) but subject always to the terms of issue of such shares, and any such call may be made payable by instalments.

Making of
calls.

(b) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place for payment, pay to the Company the amount called on his shares and at the time or times and place so specified. The non-receipt of a notice of any call by, or the accidental omission to give notice of a call to, any of the members shall not invalidate the call.

Payment of
calls.

18. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. A call may be revoked, varied or postponed as the Directors may determine.

Time when
call made.

19. If any part of a sum called in respect of any shares or any instalment of a call be not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall be liable to pay interest on the outstanding part thereof at such

Interest on
unpaid call.

rate as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of discharge thereof in full; but the Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

Payments
other than
calls.

20. If, by the terms of the issue of any shares or otherwise, any amount is made payable upon allotment or at any fixed time, whether on account of the nominal amount of the shares or by way of premium, every such amount shall be payable as if it were a call duly made and payable on the date on which by the terms of issue the same becomes payable; and all the provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to every such amount and the shares in respect of which it is payable in the case of non-payment thereof.

Payment in
advance of
calls.

21. The Directors may, if they shall think 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 paid in advance the Directors may (until the same would, but for such payment in advance, become presently payable) pay interest at such rate as may be agreed upon between the member paying the moneys in advance and the Directors. The Directors may also at any time repay the amount so advanced upon giving to such member one month's notice in writing.

Evidence for
suit for
unpaid call.

22. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the member sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

23. No member shall, unless the Directors otherwise determine, be entitled to receive any dividend, or to receive notice of or to be present or vote at any general meeting, either personally or (save as proxy for another member) by proxy, or to exercise any privileges as a member, or be reckoned in a quorum, until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

Restriction of rights for non-payment of calls.

FORFEITURE

24. If any member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter, during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with interest accrued and any expenses incurred by reason of such non-payment.

Notice to pay.

25. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which such call or instalment or part thereof and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the Office, or some other place at which calls of the Company are usually made payable. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to forfeiture.

Contents of notice.

26. If the requirements of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, and any such forfeiture shall extend to all dividends declared in respect of the shares so forfeited, but not actually paid before such forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and in such cases

Forfeiture for non-payment.

references in these Articles to forfeiture shall include surrender.

**Disposal of
forfeited
shares.**

27. Any shares so forfeited shall become the property of the Company, and may be sold, re-allotted or otherwise disposed of either subject to or discharged from all calls made or instalments due prior to the forfeiture, to any person, upon such terms and in such manner and at such time or times as the Directors think fit. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the shares so sold or otherwise disposed of to the purchaser thereof or any other person becoming entitled thereto.

**Annulment
of forfeiture.**

28. The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

**Calls remain
payable.**

29. Any person whose shares have been forfeited shall thereupon cease to be the holder of any such shares but shall notwithstanding be and remain liable to pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at such rate as the Directors shall think fit and without any deduction or allowance for the value of the shares at the time of forfeiture, and the Directors may enforce the payment of such moneys or any part thereof and may waive payment of such interest wholly or in part.

**Entry in
Register.**

30. When any shares have been forfeited an entry shall be made in the Register recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

LIEN

**Lien for
calls or
debts.**

31. The Company shall have a first and paramount lien on every share for all moneys, whether presently payable or not, called or payable, at a date fixed by

or in accordance with the terms of issue of such share, in respect of such share, and the Company shall also have a first and paramount lien on every share standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such member, and whether the time for the payment or discharge of the same shall have already arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member or not. The Company's lien on a share shall extend to all dividends payable thereon. The Directors 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. Waiver of
lien.

32. The Company may sell in such manner as the Directors 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 intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death, bankruptcy or winding-up or otherwise by operation of law or court order. Sale of
shares.

33. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares so sold to the purchaser thereof. Application
of proceeds.

Evidence of
purchaser's
title.

34. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a 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. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall 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 in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

Form of
instrument.

35. The instrument of transfer of any shares in the Company shall be in writing, and shall be executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

Registration
of transfers.

36. Every instrument of transfer shall be lodged at the Office for registration, accompanied by the certificate relating to the shares to be transferred and such other evidence as the Directors may require in relation thereto. All instruments of transfer which shall be registered shall be retained by the Company, but save where fraud is suspected any instrument of transfer which the Directors may decline to register shall, on demand, be returned to the person depositing the same.

Fees for
registration.

37. There shall be paid to the Company in respect of the registration of a transfer and of any Grant of Probate or Letters of Administration, Certificate of

Marriage or Death, Power of Attorney or other document relating to or affecting the title to any share or for making any entry in the Register affecting the title to any share such fee (if any) as the Directors may from time to time require or prescribe.

38. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares provided always that such registration shall not be suspended for more than thirty days in any year. Suspension of registration.

39. The Directors may at any time in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any share whether or not it is a fully paid share. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal. Refusal to register.

40. The Directors may also decline to register any transfer unless:—

- (a) the instrument of transfer is in respect of only one class of shares; and
- (b) in the case of a transfer to joint holders, the number of joint holders to whom the shares are to be transferred does not exceed three; and
- (c) the shares concerned are free of any lien in favour of the Company.

TRANSMISSION OF SHARES

41. In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased holder, Title to shares of deceased holder.

whether sole or joint, from any liability in respect of any share solely or jointly held by him.

Registration
of person
entitled.

42. Any person becoming entitled to shares in the Company in consequence of the death, bankruptcy or winding-up of a member or otherwise by operation of law or by court order shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the shares upon giving to the Company notice in writing of such his desire or to transfer such shares to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the same were a transfer of shares by a member, including the Directors' right to refuse or suspend registration.

Rights of
person
entitled.

43. A person becoming entitled to shares in the Company in consequence of the death, bankruptcy or winding-up of any member or otherwise by operation of law or by court order shall have the right to receive and give a discharge for any dividends or other moneys payable in respect of the shares, but he shall have no right to receive notice of or to attend or vote at meetings of the Company, or (save as aforesaid) to any of the rights or privileges of a member in respect of the shares, unless and until he shall be registered as the holder thereof, provided always that the Directors may at any time give notice requiring any such person to elect to be registered himself or to transfer the shares, and if the notice is not complied with within sixty days the Directors may thereafter withhold payment of all dividends or other moneys payable in respect of the shares until the requirements of the notice have been complied with.

STOCK

Conversion
of shares
into stock.

44. The Company may from time to time by ordinary resolution convert any fully paid-up shares into stock and may reconvert any stock into fully paid-up shares of any denomination. After the passing of any resolution converting all the fully paid-up shares

of any class in the capital of the Company into stock, any shares of that class which subsequently become fully paid-up and rank *pari passu* in all other respects with such shares shall, by virtue of this Article and such resolution, be converted into stock transferable in the same units as the shares already converted.

45. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as the shares from which the stock arose might prior to conversion have been transferred or as near thereto as circumstances admit. The Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of such minimum, but the minimum shall not, without the sanction of an ordinary resolution of the Company, exceed the nominal amount of each of the shares from which the stock arose. Transfer of stock.

46. The holders of stock shall, according to the amount of the stock held by them, have the same rights as regards dividends, voting at general meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right (except as to participation in dividends and in assets on a reduction of capital or a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such right. Rights of stockholders.

INCREASE OF CAPITAL

47. The Company may, from time to time, by ordinary resolution increase its authorised capital by such sum divided into shares of such amounts as the resolution shall prescribe. Increase of capital.

48. Without prejudice to any special rights, privileges or restrictions for the time being attaching to any then existing class of shares in the capital of the Company, any new shares created pursuant to Article 47 may be issued upon such terms and conditions, and with such rights, privileges and restrictions attached thereto, as the general meeting resolving upon the creation thereof shall direct, or if no such direction be given, Attachment of special rights.

as the Directors shall determine, and in particular such shares may be issued with a preferential, qualified or deferred right to dividends and in the distribution of assets of the Company, and with a special or without any right of voting.

Allotment
of new
shares.

49. The general meeting resolving upon the creation of any new shares may direct that the same or any of them shall be offered, in the first instance, and either at par or at a premium or (subject to the provisions of the Ordinance) at a discount, to all the holders for the time being of any class of shares in the capital of the Company, in proportion to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of the new shares, and in default of any such direction, or so far as the same shall not extend, the new shares shall be at the disposal of the Directors, and Article 6 shall apply thereto.

50. Subject to any direction or determination that may be given or made in accordance with the powers contained in these Articles all new shares created pursuant to Article 47 shall be subject to the same provisions herein contained with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise.

ALTERATIONS OF SHARE CAPITAL

51. The Company may by ordinary resolution:—

Subdivision
of shares.

- (a) subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association of the Company, provided that in the subdivision of an existing share the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived, and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision one or more of the shares may, as compared

with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions, as the Company has power to attach to unissued or new shares;

- (b) consolidate and divide its capital or any part thereof into shares of larger amount than its existing shares; or Consolidation of 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 and diminish the amount of its authorised capital by the amount of the shares so cancelled. Cancellation of unissued shares.

52. The Company may by special resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner allowed by law. Reduction of capital.

53. Where any difficulty arises in regard to any consolidation and division under paragraph (b) of Article 51, the Directors may settle the same as they think 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 Directors may authorise some person to transfer the shares representing fractions to the purchaser thereof, who 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. Settlement of difficulties.

MODIFICATION OF RIGHTS

54. (a) All or any of the special rights attached to any class of shares in the Capital of the Company for the time being may, at any time, as well before as during liquidation, be altered or abrogated either with the consent in writing of the holders of not less than three-fourths of the issued Alteration of holders' rights with consent.

shares of the class or with the sanction of any extraordinary resolution passed at a separate general meeting of the holders of shares of the class, and all the provisions contained in these Articles relating to general meetings shall *mutatis mutandis* apply to every such meeting, but so that the quorum thereof shall be not less than two persons personally present and holding or representing by proxy one-third in nominal value of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll, and that each holder of shares of the class present in person or by proxy shall on a poll be entitled to one vote for each share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present, any two holders of shares of the class who are personally present shall be a quorum.

- (b) The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the rights whereof are to be varied.

55. 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.

GENERAL MEETINGS

Annual
general
meetings.

56. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year. The annual general meeting shall be held at such time (within a period of not more than fifteen months after the holding of

the last preceding annual general meeting) and place as may be determined by the Directors. All other general meetings shall be called extraordinary general meetings.

57. The Directors may whenever they think fit, and shall on requisition in accordance with the Ordinance, proceed to convene an extraordinary general meeting.

Convening
of extra-
ordinary
general
meetings.

NOTICE OF GENERAL MEETINGS

58. Subject to the provisions of the Ordinance relating to special resolutions and special notice, an annual general meeting shall be called by not less than fourteen days' notice in writing and a meeting other than an annual general meeting shall be called by not less than seven days' notice in writing. The notice 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 or extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution as the case may be. There shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company.

Period of
notice.

Contents of
Notice.

59. Notwithstanding that a meeting of the Company is called by shorter notice than that specified in these Articles or required by the Ordinance, it shall be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat.

Waiver of
notice.

60. 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.

Omission to
give notice.