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If you are in doubt as to any aspect of this circular or as to the action you should take, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all of your shares in Dah Sing Banking Group Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser or transferee.

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(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

The holding company of Dah Sing Bank, Limited

(Stock code: 2356)

**PROPOSALS FOR
GENERAL MANDATE TO ISSUE SHARES
RE-ELECTION OF DIRECTORS
ADOPTION OF NEW SHARE OPTION SCHEME
AND TERMINATION OF EXISTING SHARE OPTION SCHEME
MANDATE TO GRANT OPTIONS AND ALLOT AND
ISSUE SHARES UPON EXERCISE OF OPTIONS
AMENDMENTS TO ARTICLES OF ASSOCIATION
AND ADOPTION OF NEW ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the annual general meeting of Dah Sing Banking Group Limited to be held at 20th Floor, Island Place Tower, 510 King's Road, North Point, Hong Kong on Tuesday, 27 May 2014 at 3:30 p.m. is set out on pages 80 to 84 of this circular.

Whether or not you are able to attend the meeting, you are requested to complete and return the enclosed form of proxy to the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for holding of the said annual general meeting or any adjournments thereof (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting at the said annual general meeting or any adjournment thereof should you so wish.

23 April 2014

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DEFINITIONS

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

“Adoption Date”	27 May 2014, being the date on which the New Share Option Scheme to be approved and adopted by an ordinary resolution of the Shareholders at the AGM
“AGM”	the annual general meeting of the Company to be held at 20th Floor, Island Place Tower, 510 King’s Road, North Point, Hong Kong on Tuesday, 27 May 2014 at 3:30 p.m. or any adjournment thereof, notice of which is set out on pages 80 to 84 of this circular
“Articles of Association”	the articles of association of the Company adopted from time to time
“Board”	the board of Directors of the Company
“Chairman”	the chairman of the Company
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Company” or “DSBG”	Dah Sing Banking Group Limited, a company incorporated in Hong Kong with limited liability under the Companies Ordinance, the ordinary shares of which are listed on the main board of the Stock Exchange (Stock code: 2356)
“Directors”	the directors of the Company
“DSFH”	Dah Sing Financial Holdings Limited, the holding company of the Company, the shares of which are listed on the main board of the Stock Exchange (Stock code: 0440)
“Existing Share Option Scheme”	the share option scheme of the Company adopted on 12 June 2004 and expiring on 11 June 2014
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Issued Share Capital”	the total number of Shares in issue

DEFINITIONS

“Latest Practicable Date”	15 April 2014, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Articles of Association”	the amended and restated articles of association of the Company, consolidating all of the proposed amendments and all previous amendments made
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company at the AGM, a summary of the principal terms of which is set out in Appendix B to this circular
“Rights Issue”	the proposed offer by way of rights issue by the Company to Qualifying Shareholders (as defined in the Rights Issue Prospectus) on the basis of 12 Rights Shares for every 100 existing Shares held on 4 April 2014 payable in full on acceptance and subject to the terms set out in the Rights Issue Prospectus and the related application forms
“Rights Issue Prospectus”	the prospectus dated 7 April 2014 issued by the Company in connection with the Rights Issue
“Rights Share(s)”	the new Share(s) proposed to be allotted and issued under the Rights Issue
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shareholder(s)”	holder(s) of the Share(s) of the Company
“Share(s)”	ordinary share(s) in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

LETTER FROM THE BOARD



(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

The holding company of Dah Sing Bank, Limited

(Stock code: 2356)

Executive Directors:

David Shou-Yeh Wong (*Chairman*)
Hon-Hing Wong (Derek Wong) (*Vice Chairman*)
Harold Tsu-Hing Wong
(*Managing Director and Chief Executive*)
Gary Pak-Ling Wang

Registered Office:

36th Floor
Dah Sing Financial Centre
108 Gloucester Road
Hong Kong

Non-Executive Director:

Shoji Hirai

Independent Non-Executive Directors:

Robert Tsai-To Sze
Andrew Kwan-Yuen Leung
Seng-Lee Chan
Yuen-Tin Ng

23 April 2014

*To Shareholders, and for information only,
the option holders of the Existing Share Option Scheme*

Dear Sir/Madam,

**PROPOSALS FOR
GENERAL MANDATE TO ISSUE SHARES
RE-ELECTION OF DIRECTORS
ADOPTION OF NEW SHARE OPTION SCHEME
AND TERMINATION OF EXISTING SHARE OPTION SCHEME
MANDATE TO GRANT OPTIONS AND ALLOT AND
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AMENDMENTS TO ARTICLES OF ASSOCIATION
AND ADOPTION OF NEW ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to provide Shareholders with information reasonably necessary to enable them to make an informed decision in respect of the resolutions to be proposed at the AGM relating to, inter alia, (i) the proposed general mandate to issue

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shares in the capital of the Company; (ii) the re-election of Directors; (iii) the adoption of the New Share Option Scheme; (iv) the termination of the Existing Share Option Scheme; (v) mandate to grant options and allot and issue shares upon exercise of options; and (vi) the amendments to Articles of Association and adoption of the New Articles of Association.

2. GENERAL MANDATE TO ISSUE SHARES

Approval is being sought from Shareholders at the AGM by way of an ordinary resolution for a general mandate to allot and issue shares in the capital of the Company under section 141 of the Companies Ordinance and pursuant to the Listing Rules, in order to ensure flexibility and discretion to the Directors of the Company in the event it becomes desirable to issue any shares of the Company, representing up to 20% of the Issued Share Capital as at the date of the passing of the resolution in relation to such general mandate, during the course of the period up to the conclusion of the next annual general meeting of the Company or the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held or the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting of the Company, whichever occurs first. The Board wishes to state that it has no present intention to issue Shares in the Company pursuant to such mandate.

As at the Latest Practicable Date, the Issued Share Capital comprised 1,251,371,105 Shares. On the basis that no further Shares are issued by the Company between the Latest Practicable Date and the date of the AGM on Tuesday, 27 May 2014, the Company would be allowed under the general mandate to issue Shares up to 250,274,221 Shares, representing 20% of the Issued Share Capital at the date of the AGM.

Reference is also made to the Rights Issue Prospectus. Assuming the Rights Issue becomes unconditional and is not terminated and that no Shares other than the Rights Shares have been allotted and issued, the Issued Share Capital as enlarged by the Rights Shares would comprise 1,401,535,637 Shares on or about 12 May 2014, i.e. being the first day of dealing in fully-paid Rights Shares. On the basis that no further Shares are issued by the Company between the Latest Practicable Date and the date of the AGM on Tuesday, 27 May 2014 (save for the issue and allotment of the Rights Shares), the Company would be allowed under the general mandate to issue Shares up to 280,307,127 Shares, representing 20% of the Issued Share Capital (as enlarged by the Rights Shares) at the date of the AGM.

3. RE-ELECTION OF DIRECTORS

At the AGM to be held on Tuesday, 27 May 2014,

- (i) Messrs. Hon-Hing Wong and Yuen-Tin Ng shall retire by rotation in accordance with Article 105 of the Articles of Association;

LETTER FROM THE BOARD

- (ii) Mr. Shoji Hirai, who was appointed as an additional Director after the last annual general meeting of the Company held on 28 May 2013, shall retire in accordance with Article 110 of the Articles of Association; and
- (iii) Messrs. Robert Tsai-To Sze and Andrew Kwan-Yuen Leung, who have served the Board for more than nine years, are subject to the Shareholders' approval to the continuation of their respective independent directorships in the Company, in accordance with Code Provision A.4.3 under the Corporate Governance Code and Corporate Governance Report of Appendix 14 of the Listing Rules.

All of the above retiring Directors, being eligible, will offer themselves for re-election. Particulars of aforesaid retiring Directors offering for re-election at the AGM are set out in **Appendix A** to this circular.

The Company is aware that Messrs. Robert Tsai-To Sze and Andrew Kwan-Yuen Leung, each in their capacity as an Independent Non-Executive Director, have served the Board for a period of more than nine years and have satisfied the independence criteria set out in Rule 3.13 of the Listing Rules. The Board holds the view that Messrs. Robert Tsai-To Sze and Andrew Kwan-Yuen Leung are able to provide valuable independent advice and role to the Board in its deliberations and decision-making process. Conditional upon the passing of the relevant separate resolutions for their re-election at the AGM, they will be subject to retire on a regular rotation basis.

Any Shareholder who wishes to nominate a person to stand for election as a Director of the Company at the AGM must lodge with the Company at its registered office at 36th Floor, Dah Sing Financial Centre, 108 Gloucester Road, Hong Kong for the attention of the Company Secretary within the period commencing from the day after the despatch of the notice of the AGM and ending no later than seven days prior to the date of the AGM, (i) his written nomination of the candidate, (ii) written confirmation from the nominated candidate of his willingness to be elected as a Director, and (iii) the details of such nominated candidate as required under Rule 13.51(2) of the Listing Rules for publication by the Company. You may further visit websites of the Stock Exchange and Dah Sing Bank respectively for more specific details.

4. ADOPTION OF NEW SHARE OPTION SCHEME AND TERMINATION OF EXISTING SHARE OPTION SCHEME

Existing Share Option Scheme

The Existing Share Option Scheme was adopted by the Company on 12 June 2004 under which the Directors may at their discretion grant options to eligible participants as referred to in the Existing Share Option Scheme to subscribe for Shares subject to the terms and conditions stipulated in the Existing Share Option Scheme.

As at the Latest Practicable Date, 12,100,000 options granted under the Existing Share Option Scheme were outstanding.

LETTER FROM THE BOARD

Adoption of New Share Option Scheme

In view of the fact that the Existing Share Option Scheme will expire on 11 June 2014, in order to enable the Company to continue to grant options to eligible participants as incentives and rewards for their contributions to the Group, the Directors propose to take this opportunity to adopt the New Share Option Scheme. An ordinary resolution will be proposed at the AGM to approve the adoption of the New Share Option Scheme.

The New Share Option Scheme constitutes a share option scheme governed by Chapter 17 of the Listing Rules and the adoption of the New Share Option Scheme is subject to the approval of the Shareholders. As the Company is a subsidiary of DSFH, the adoption of the New Share Option is also subject to the approval of the shareholders of DSFH in accordance with Rule 17.01(4) of the Listing Rules.

The maximum number of Shares which may be issued upon the exercise of all options to be granted under the New Share Option Scheme and any other schemes of the Company must not in aggregate exceed 5% of the Issued Share Capital as at the Adoption Date and the maximum aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the New Share Option Scheme and any other schemes of the Company must not exceed 5% of the Issued Share Capital as at the Adoption Date. Assuming that there is no change in the Issued Share Capital from the Latest Practicable Date up to the Adoption Date, the maximum number of Shares may be issued pursuant to the New Share Option Scheme will be 62,568,555 Shares (being 5% of Shares in issue as at the Latest Practicable Date). Assuming the Rights Issue becomes unconditional and is not terminated and that no Shares other than the Rights Shares have been allotted and issued, the Issued Share Capital as enlarged by the Rights Shares would comprise 1,401,535,637 Shares on or about 12 May 2014, i.e. being the first day of dealing in fully-paid Rights Shares. On the basis that no further Shares are issued by the Company between the Latest Practicable Date and the Adoption Date (save for the issue and allotment of Rights Shares), the maximum number of shares may be issued pursuant to the New Share Option Scheme will be 70,076,781 Shares (being 5% of Shares in issue as at the Adoption Date).

The adoption of the New Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution approving the adoption of the New Share Option Scheme by the Shareholders at the AGM;
- (ii) the passing of an ordinary resolution approving the adoption of the New Share Option Scheme by the shareholders of DSFH at the annual general meeting of DSFH; and
- (iii) the Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, the new Shares to be issued pursuant to the exercise of the options to be granted under the New Share Option Scheme.

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An application will be made to the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares to be issued pursuant to the exercise of the options to be granted under the New Share Option Scheme.

The Board may at its discretion include any terms, including, among other things, the minimum period for which an option must be held and minimum performance targets that must be reached before the option can be exercised, which will serve to protect the value of the Company as well as to provide the appropriate incentives to eligible participants to contribute to the Group.

There is no trustee appointed for the purposes of the New Share Option Scheme.

The Directors consider that this is not appropriate to state the value of all options that can be granted pursuant to the New Share Option Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the option value have not been determined. Such variables include but are not limited to the exercise price, exercise period and lockup period (if any). The Directors believe that any calculation of the value of options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to the Shareholders.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions approving the New Share Option Scheme.

A summary of the principal terms of the New Share Option Scheme is set out in **Appendix B** to this circular. A copy of the New Share Option Scheme is available for inspection at the Company's registered office at 36th Floor, Dah Sing Financial Centre, 108 Gloucester Road, Hong Kong during normal business hours from the date of this circular up to and including the date of the AGM.

Termination of the Existing Share Option Scheme

Under the terms of the Existing Share Option Scheme, the Company may by ordinary resolution in general meeting terminate the operation of the Existing Share Option Scheme. At the AGM, an ordinary resolution will be proposed that the Existing Share Option Scheme shall be terminated with effect from the conclusion of the AGM.

Upon termination of the Existing Share Option Scheme, no further options can be offered thereunder but the provisions of the Existing Share Option Scheme shall remain in all other respects in full force and effect in respect of any options granted prior to such termination but not yet exercised at the time of termination.

LETTER FROM THE BOARD

5. MANDATE TO GRANT OPTIONS AND ALLOT AND ISSUE SHARES UPON EXERCISE OF OPTIONS

Under section 141 of the Companies Ordinance, directors of a company shall not, without shareholders' prior approval in general meeting, allot new shares or grant rights to subscribe for, or to convert any security into shares in the company.

An ordinary resolution will be proposed at the AGM to grant the Directors an unconditional mandate to authorise them, during the Relevant Period (as defined below), to grant share options under the New Share Option Scheme and to allot and issue Shares pursuant to the exercise of share options granted under the New Share Option Scheme (the "Issue Mandate"), and after the Relevant Period, the Directors will be authorised to allot and issue Shares pursuant to the exercise of share options granted under the Issue Mandate during the Relevant Period. The Issue Mandate will commence from the date of passing such resolution and will end on (i) the conclusion of the next annual general meeting of the Company; or (ii) the expiration of the period within which the next annual general meeting of the Company is required by Companies Ordinance to be held; or (iii) the revocation or variation given by an ordinary resolution of the Shareholders in general meeting, whichever is the earliest (the "Relevant Period").

6. AMENDMENTS TO THE ARTICLES OF ASSOCIATION AND ADOPTION OF THE NEW ARTICLES OF ASSOCIATION

The Board proposes to amend the Articles of Association of the Company and to adopt the New Articles of Association. The proposed amendments to the Articles of Association seek to align the Articles of Association with certain key changes made to the Companies Ordinance which became effective 3 March 2014 and where applicable the Listing Rules, and to implement other housekeeping amendments. The proposed amendments to the Articles of Association (including the abolition of the memorandum of association and the removal of the objects clause) and the adoption of the New Articles of Association in substitution of the Articles of Association are subject to approval by Shareholders by way of passing a special resolution to be proposed at the AGM.

The principal proposed amendments to the Articles of Association include:

- (i) to remove the requirement for the memorandum of association (including the objects clause) and to migrate certain mandatory clauses from the memorandum of association (i.e. the name of the Company and the limited liability of the members, etc.) to the Articles of Association;
- (ii) to remove references regarding authorised capital, par value or nominal value of shares and unissued shares;
- (iii) to remove the power to convert shares into stock;
- (iv) to provide a statement of the reasons for any refusal of registration of a transfer of shares if requested;

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- (v) to provide clarity with regard to the ways in which the share capital of the Company can be altered, and the rights and obligations of proxies and alternate directors;
- (vi) to reflect the requirements of the Companies Ordinance and the applicable code provisions of the Listing Rules regarding the length of notice for general meetings;
- (vii) to allow the Company to hold general meetings in more than one location;
- (viii) to provide for all resolutions at general meetings of the Company to be decided by poll (other than resolutions that relate purely to a procedural or administrative matter) as required by the Listing Rules;
- (ix) to require a physical board meeting in lieu of written resolutions where a Director or substantial Shareholder has a conflict of interest in a matter to be considered by the Board which the Board has determined to be material;
- (x) to amend the provisions for declaration of interests by a director;
- (xi) to provide for disclosure of permitted indemnity provisions provided by the Company to its directors; and
- (xii) other housekeeping amendments to seek to align with the requirements of the Companies Ordinance and where applicable the Listing Rules.

The Directors consider that the proposed amendments to the Articles of Association and the proposed adoption of the New Articles of Association are in the interest of the Company and its Shareholders as a whole. Advice has been obtained from independent legal advisers that the proposed amendments to the Articles of Association comply with the laws of Hong Kong and the Listing Rules requirements. The Company also confirm that there is nothing unusual about the proposed amendments for a company listed in Hong Kong.

Brief particulars of the proposed amendments to the Articles of Association are set out in **Appendix C** to this circular.

7. CLOSURE OF THE REGISTER OF SHAREHOLDERS

The register of Shareholders of the Company will be closed for the following periods:

- (i) For the purpose of determining Shareholders who are entitled to attend and vote at the AGM, the register of Shareholders will be closed from Wednesday, 21 May 2014 to Tuesday, 27 May 2014, both days inclusive. In order to qualify for attending and voting at the AGM, all transfers accompanied by the relevant share certificates must be lodged with the Company's share registrar, Computershare Hong Kong Investor

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Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 20 May 2014.

- (ii) For the purpose of determining Shareholders who are entitled to receive the final dividend in respect of the year ended 31 December 2013, the register of Shareholders will be closed from Thursday, 5 June 2014 to Wednesday, 11 June 2014, both days inclusive. In order to qualify for the said final dividend, all transfers accompanied by the relevant share certificates must be lodged with the Company's share registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Wednesday, 4 June 2014.

Notice of the foregoing were given on Wednesday, 26 March 2014 when the Company's annual results in respect of the year ended 31 December 2013 was announced.

8. FORM OF PROXY

A form of proxy for use at the AGM is enclosed with the Annual Report and audited financial statements of the Company for the year ended 31 December 2013. Related form of proxy can also be downloaded from Dah Sing Bank's website (www.dahsing.com) and the Stock Exchange's website (www.hkexnews.hk). Whether or not you intend to be present at the AGM, you are requested to complete and return the form of proxy to the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the holding of the AGM. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the AGM should you so wish. Should you attend and vote at the AGM in person, the form of proxy lodged with the Company is to be regarded as revoked.

9. VOTING BY POLL AT THE AGM

Pursuant to Rule 13.39(4) of the Listing Rules, all resolutions set out in the notice convening the general meeting shall be decided by poll. The Chairman of the AGM will demand a poll on each of the resolutions set out in the notice of the AGM in accordance with Article 65 of the Company's Articles of Association.

Article 73 of the Company's Articles of Association provides that on a poll, every shareholder present in person or by proxy shall have one vote for every Share held by that Shareholder. An explanation of the detailed procedures of conducting a poll will be provided to the Shareholders at the AGM.

LETTER FROM THE BOARD

10. RECOMMENDATION

The Directors believe that the proposals referred to above are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of all resolutions to be proposed at the AGM.

11. GENERAL INFORMATION

Your attention is drawn to the additional information set out in the following Appendices to this circular:

Appendix A: Particulars of Directors to be re-elected

Appendix B: Summary of the principal terms of the New Share Option Scheme

Appendix C: Amendments to Articles of Association

12. RESPONSIBILITY STATEMENT

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

Yours faithfully,
For and on behalf of the Board of
Dah Sing Banking Group Limited
David Shou-Yeh Wong
Chairman

APPENDIX A PARTICULARS OF DIRECTORS SUBJECT TO RE-ELECTION

Pursuant to the Listing Rules, the particulars of the Directors who will retire at the AGM according to the Articles of Association and who are proposed to be re-elected at the AGM are provided below.

1. Mr. Hon-Hing Wong (Derek Wong)

Executive Director

Aged 61. Appointed as the Managing Director of the Company in 2004 and promoted as Vice Chairman in April 2011. Appointed as Director of DSFH in 1993 and promoted as its Managing Director in January 2002. Joined Dah Sing Bank, Limited (“DSB”), a key operating subsidiary of the Company, in 1977 and has served and managed various departments before appointed as a Director in 1989 and was promoted as its Managing Director in 2000 and Vice Chairman in April 2011. Currently a member of the Nomination and Remuneration Committee of both the Company and DSFH. Chairman of Dah Sing Bank (China) Limited and a director of various major subsidiaries of the Group. Director of Great Wall Life Insurance Company Limited, and a non-executive Director and Vice Chairman of Bank of Chongqing Co., Ltd. (a company listed on the Stock Exchange and the Shanghai Stock Exchange) in which the Group has a 17% equity interest in its H shares listed in Hong Kong. Associate of The Institute of Bankers (U.K.), Founder Member of The Hong Kong Institute of Bankers and The International Retail Banking Council of the U.K. Mr. Wong has over 35 years of experience in banking.

Mr. Wong has not entered into any service contract with the Company. His salary package is covered by a contract of employment which was determined with reference to the remuneration policy of the Group, the pay levels of comparable positions of peer institutions in banking and financial related businesses as well as the individual performance and contributions to the Group’s overall performance. The total emoluments of Mr. Wong for the year ended 31 December 2013 was HK\$12,000,000 (all inclusive). Although Mr. Wong, being an Executive Director, has not been appointed for a specific term, he is subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company.

Mr. Wong is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Wong was not interested in any shares of the Company within the meaning under Part XV of the SFO.

2. Mr. Yuen-Tin Ng*Independent Non-Executive Director*

Aged 62. Appointed as an Independent Non-Executive Director and a member of the Audit Committee of the Company in April 2012. Also an Independent Non-Executive Director of Dah Sing Bank, Limited (“DSB”) and Dah Sing Bank (China) Limited (the Company’s banking subsidiaries), appointed in October 2012 and February 2013 respectively, as well as a member of the Risk Management and Compliance Committee of DSB, appointed in May 2013. Currently also an Independent Non-Executive Director of Chinney Alliance Group Limited, a public company listed in Hong Kong. Associate of The Chartered Institute of Bankers (UK), Fellow and an honorary advisor of The Hong Kong Institute of Bankers. Mr. Ng has 40 years of extensive experience in banking and financial industry with a focus on the corporate and institutional banking business management for the last 12 years prior to his retirement from Hang Seng Bank Limited in 2011.

Mr. Ng has not entered into any service contract with the Company nor is he appointed for a specific term, but he is still subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company. Mr. Ng is entitled to a director’s fee of HK\$325,000 per annum from the Company, which was determined with reference to the levels of director fees paid by peer institutions in banking and financial related businesses and the number of board committee(s) he serves as a member and the time involved in carrying out duties and responsibilities for the Group.

Mr. Ng is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Ng was not interested in any shares in the Company within the meaning under Part XV of the SFO.

3. Mr. Shoji Hirai*Non-Executive Director*

Aged 48. Appointed as a Non-Executive Director of the Company in August 2013. Currently Deputy General Manager of The Bank of Tokyo-Mitsubishi UFJ, Ltd. (“BTMU”) Hong Kong Branch and a Director of BTMU Nominees (HK) Limited. Served and managed various divisions in BTMU before appointed as General Manager of Hongqiao Sub-Branch of Bank of Tokyo-Mitsubishi UFJ (China), Ltd. Shanghai Branch in 2011. Mr. Hirai has over 25 years of extensive experience in corporate banking, as well as corporate planning.

Mr. Hirai has not entered into any service contract with the Company nor is he appointed for a specific term, but he is still subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company. Mr. Hirai is entitled to a director’s fee of HK\$200,000 per annum from the Company, which was determined with reference to the

levels of director fees paid by peer institutions in banking and financial related businesses and the time involved in carrying out duties and responsibilities for the Group.

As at the Latest Practicable Date, BTMU is a 15.18% substantial shareholder of DSFH which holds a 74.59% interest in the Company. Save for this, Mr. Hirai is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Hirai was not interested in any shares of the Company within the meaning under Part XV of the SFO.

4. Mr. Robert Tsai-To Sze

Independent Non-Executive Director

Aged 73. Appointed as an Independent Non-Executive Director of the Company in 2004. Also an Independent Non-Executive Director of DSFH, Dah Sing Bank, Limited, Dah Sing Bank (China) Limited and Dah Sing Life Assurance Company Limited. Currently the Chairman of the Audit Committee and the Nomination and Remuneration Committee of both the Company and DSFH, and a non-executive Director to a number of Hong Kong listed companies as set out below. Fellow of The Institute of Chartered Accountants in England and Wales and The Hong Kong Institute of Certified Public Accountants. Mr. Sze was a former partner of an international firm of accountants with which he practised for over 20 years.

Apart from the Company and DSFH, Mr. Sze also holds/held directorships in other Hong Kong listed companies during the last three years, namely, China Travel International Investment Hong Kong Limited, Hop Hing Group Holdings Limited, Min Xin Holdings Limited, Nanyang Holdings Limited, Sunwah Kingsway Capital Holdings Limited, Asia Satellite Telecommunications Holdings Limited (retired in June 2013) and QPL International Holdings Limited (retired in September 2013).

Mr. Sze has not entered into any service contract with the Company nor is he appointed for a specific term, but he is still subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company. Mr. Sze is entitled to a director's fee of HK\$315,000 per annum from the Company, which was determined with reference to the levels of director fees paid by peer institutions in banking and financial related businesses and the number of committee(s) he serves and the time involved in carrying out duties and responsibilities for the Group.

Mr. Sze is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Sze was not interested in any shares of the Company within the meaning under Part XV of the SFO.

5. Mr. Andrew Kwan-Yuen Leung

Independent Non-Executive Director

Aged 63. Appointed as an Independent Non-Executive Director of the Company in 2004 and Dah Sing Bank, Limited, a key operating subsidiary of the Company, in 2006. Also a member of the Nomination and Remuneration Committee of the Company, appointed in 2005. Currently Legislative Councillor (Industrial First). Honorary President of Federation of Hong Kong Industries and Textile Council of Hong Kong. Council member of the Hong Kong Trade Development Council. Currently also a Director of The Hong Kong Mortgage Corporation Limited, and an Independent Non-Executive Director of China South City Holdings Limited, CN Innovations Holdings Limited and Harbour Centre Development Limited.

Mr. Leung has not entered into any service contract with the Company nor is he appointed for a specific term, but he is still subject to retirement by rotation and is eligible for re-election at the annual general meetings of the Company in accordance with the Articles of Association of the Company. Mr. Leung is entitled to a director's fee of HK\$225,000 per annum from the Company, which was determined with reference to the levels of director fees paid by peer institutions in banking and financial related businesses and the number of board committee(s) he serves and the time involved in carrying out duties and responsibilities for the Group.

Mr. Leung is not related to any Directors, senior management or substantial or controlling shareholders of the Company. As at the Latest Practicable Date, Mr. Leung was not interested in any shares of the Company within the meaning under Part XV of the SFO.

Save as provided above, none of the retiring Directors to be re-elected have any information which is required to be disclosed under Rules 13.51(2) of the Listing Rules, nor are there any other matters relating to the re-election of the retiring Directors that need to be brought to the attention of the Shareholders of the Company.

**APPENDIX B SUMMARY OF THE PRINCIPAL TERMS OF THE
NEW SHARE OPTION SCHEME**

The following is a summary of the principal terms of the New Share Option Scheme to be approved and adopted by ordinary resolution of the Shareholders at the AGM but such summary does not form, nor is intended to be, part of the New Share Option Scheme nor should it be taken as affecting the interpretation of the rules of the New Share Option Scheme.

For the purpose of this section, unless the context otherwise requires or specifies, the following terms have the meanings set out below:

“Eligible Person(s)”	any director, manager, or other employee holding an executive, managerial or supervisory position in the Group as the Board may in its sole discretion determine to be eligible to be made an offer;
“Grantee(s)”	person(s) who is/are offered or granted Option(s) pursuant to the New Share Option Scheme; and
“Option(s)”	option(s) that may be granted pursuant to the New Share Option Scheme.

1. Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to provide incentive and/or reward to Eligible Persons for their contribution to, and continuing efforts to promote the interests of, the Group.

2. Participants of the New Share Option Scheme and Eligibility

Any director, manager, or other employees holding an executive, managerial or supervisory position in the Group as the Board may in its sole discretion determine to be eligible to be made an offer, is eligible to participate in the New Share Option Scheme.

3. Maximum number of Shares

The total number of Shares which may be issued upon the exercise of all options to be granted under the New Share Option Scheme or any other schemes adopted by the Company must not, in aggregate, exceed 5% of the Shares in issue as at the date of approval of the New Share Option Scheme. The maximum number of Shares which may be issued upon exercise of all outstanding options granted and yet to be granted under the New Share Option Scheme or any other schemes adopted by the Company must not, in aggregate, exceed 5% of the Shares in issue as at the date of approval of the New Share Option Scheme. Options which have lapsed shall not be counted in calculating the 5% limit. However, the Company may renew this 5% limit with Shareholders’ approval provided that each such

renewal may not exceed 5% of the Shares in issue as at the date of the Shareholders' approval of the limit. The Company shall also send a circular to the Shareholders setting out such information as required under the Listing Rules.

The Directors consider that it is not appropriate to state the value of all Options that can be granted pursuant to the New Share Option Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the value of the Options have not been determined. Such variables include the exercise price, exercise period, any lock up period, any performance targets set and other relevant variables. The Directors believe that any calculation of the value of the Options as at the Latest Practicable Date based on a large number of speculative assumptions would not be meaningful and would be misleading to Shareholders.

4. Maximum number of Shares per Grantee

- (i) Subject to paragraphs 4(iii) and 4(iv) below, the total number of Shares issued and to be issued upon the exercise of the Options granted to each Grantee (including both exercised and unexercised Options) under the New Share Option Scheme or any other schemes adopted by the Company in any 12-month period must not exceed 1% of the Shares in issue.
- (ii) Notwithstanding paragraph 4(i) above, any further grant of Options to a Grantee in excess of the 1% limit shall be subject to Shareholders' approval with such Grantee and his associates abstaining from voting. The number of Shares subject to the Options to be granted and the terms of the Options to be granted to such Grantee shall be fixed before seeking Shareholders' approval and the date of the meeting of the Board for proposing such further grant should be taken as the date of grant for the purpose of calculating the subscription price. In such a case, the Company shall send a circular to its Shareholders containing the information required under the Listing Rules.
- (iii) In addition to paragraphs 4(i) and 4(ii) above, any grant of Options to a Grantee who is a Director, chief executive or substantial Shareholder or their respective associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a prospective Grantee).
- (iv) Where the Board proposes to grant any Option to a Grantee who is a substantial Shareholder or an independent non-executive Director of the Company or any of their respective associates and such Option which if exercised in full, would result in such Grantee becoming entitled to subscribe for such number of Shares, when aggregated with the total number of Shares already issued, and issuable, to him pursuant to all the Options granted and to

be granted (including Options exercised, cancelled and outstanding) to him in the 12-month period up to and including the proposed offer date of such grant (the “Relevant Date”):

- (a) representing in aggregate more than 0.1% of the total number of Shares of the Company in issue at the Relevant Date; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet on the Relevant Date and if the Relevant Date is not a trading day, the trading day immediately preceding the Relevant Date, in excess of HK\$5 million,

such proposed grant of Options must be approved by the Shareholders in general meeting and the Grantee concerned and all other connected persons of the Company shall abstain from voting in favour of the resolution at the general meeting. Any vote taken at the general meeting to approve the grant of such options must be taken on a poll. The Company shall send a circular to its Shareholders setting out such information as required under the Listing Rules.

5. Exercise of Options

- (i) The period within which the Options must be exercised will be specified by the Company at the time of grant. This period must expire no later than ten years from the date on which the offer in relation to the Option is deemed to have been accepted, subject to the provisions of the New Share Option Scheme relating to early termination as summarised below.
- (ii) Subject to paragraphs 5(iii) and 12(v) below, where the holder of an outstanding Option ceases to be an Eligible Person under the New Share Option Scheme for any reason, the Option shall lapse on the date of cessation and shall not be exercisable unless the Board otherwise determines in which event the Option shall be exercisable to the extent and within such period as the Board may determine. The date of such cessation shall be his last actual working day at his work place with the Group whether salary is paid in lieu of notice or not.
- (iii) Where the Grantee of an outstanding Option dies before exercising the Option in full or at all, the Option may be exercised up to the entitlement of such Grantee or, if appropriate, an election made pursuant to paragraphs 5(iv), (v) or (vi) below by his personal representatives within 12 months of the date of death or such longer period as the Board may determine.
- (iv) If a general offer by way of a take-over is made to all the Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such

offer becomes or is declared unconditional, the Company shall give notice thereof to the Grantee and the Grantee (or his personal representatives) may by notice in writing to the Company within 30 days after such offer becoming or being declared unconditional exercise the Option to its full extent or to the extent specified in such notice.

- (v) If a general offer by way of a scheme of arrangement is made to all the Shareholders and the scheme has been approved by the necessary number of Shareholders at the requisite meetings, the Company shall give notice thereof to the Grantee and the Grantee (or his personal representatives) may thereafter (but before such time as shall be notified by the Company) by notice in writing to the Company exercise the Option to its full extent or to the extent specified in such notice.
- (vi) In the event that a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this paragraph) and thereupon, each Grantee (or his personal representatives) shall be entitled to exercise all or any of his Options at any time not later than two business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the business days immediately prior to the date of the proposed general meeting referred to above, issue and allot the relevant Shares to the Grantee credited as fully paid.

6. Minimum holding period

At the time of the grant of the Options, the Board may specify a minimum period for which an Option must be held before it can be exercised.

7. Performance targets

At the time of the grant of the Options, the Board may specify performance targets which must be achieved before the Options can be exercised.

8. Option price

The amount payable on acceptance of an Option is HK\$1.00.

9. Subscription price

The subscription price for the Shares the subject of the Options shall be determined by the Board and shall be at least the higher of:

- (i) the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of grant; and
- (ii) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the date of grant.

The Board will specify the subscription price at the time the Option is offered to the Grantee.

10. Rights to dividends, etc.

The Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the constitutional documents of the Company for the time being in force and will rank pari passu with the fully paid Shares in issue as at the date of allotment and will entitle the holders to participate in all dividends or other distributions declared or recommended or resolved to be paid or made in respect of a record date falling on or after the date of allotment.

11. Period of the New Share Option Scheme

The New Share Option Scheme shall be valid and effective for a period of ten years commencing on the adoption of the New Share Option Scheme.

12. Lapse of Options

An Option shall lapse automatically and not be exercisable, to the extent not already exercised, on the earliest of:

- (i) the expiry of the Option period;
- (ii) the expiry of any of the periods referred to in paragraphs 5(ii), (iii) or (iv) above;
- (iii) subject to the scheme of arrangement becoming effective, the expiry of the period set out in the notice referred to in paragraph 5(v) above;
- (iv) subject to paragraph 5(vi) above, the date of the commencement of the winding-up of the Company;

- (v) the date on which the Grantee ceases to be an Eligible Person by reason of summary dismissal for misconduct or other breach of the terms of his employment or other contract constituting him an Eligible Person, or the date on which he begins to appear to be unable to pay or has no reasonable prospect of being able to pay his debts or has become insolvent or has made any arrangements or composition with his creditors generally or on which he has been convicted of any criminal offence involving his integrity or honesty. A resolution of the Board to the effect that the employment or other relevant contract of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 12(v) shall be conclusive; or
- (vi) the date on which the Grantee transfers or encumbers any interest in his Option.

13. Adjustments in the capital structure of the Company

In the event of a capitalisation issue, rights issue, consolidation, subdivision or reduction of the share capital of the Company, the number of Shares to be issued on exercise of the Options and/or the subscription price shall be, where appropriate, adjusted accordingly; provided that no such adjustment shall be made in respect of an issue of securities by the Company as consideration in a transaction, any such adjustments must be made so that each Grantee is given the same proportion of the equity capital of the Company as that to which he was previously entitled. In respect of any such adjustment, other than any made on a capitalisation issue, an independent financial adviser or the Company's auditors must confirm to the Board in writing that the adjustments satisfy the above requirements.

14. Cancellation of Options granted

Any Options granted but not exercised may be cancelled if the Grantee so agrees and new Options may be granted to the Grantee provided such Options fall within the limits specified in paragraph 3 above and are otherwise granted in accordance with the terms of the New Share Option Scheme or any other schemes adopted by the Company.

15. Ranking of Shares

The Shares issued on exercise of the Options will be identical to the existing issued ordinary shares of the Company.

16. Termination of the New Share Option Scheme

The Company, by resolution of Shareholders or the Board, may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered or granted. Any issued but unexercised Options shall continue to be exercisable in accordance with their terms of issue after the termination of the New Share Option Scheme.

17. Transfers of Options

Options may not be transferred or assigned and are personal to the Grantee.

18. Alterations to the New Share Option Scheme

Those specific provisions of the New Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules, or any change to the authority of the Directors in relation to any alteration of the terms, cannot be altered to the advantage of Grantees without the prior approval of Shareholders in general meeting. Any alterations to the terms and conditions of the New Share Option Scheme which are of a material nature, or any change to the terms of Options granted, must be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the New Share Option Scheme. The amended terms of the New Share Option Scheme or the Options must comply with Chapter 17 of the Listing Rules.

19. Redemption of Options

The Board may at its sole discretion elect to cancel any Option in whole or part and pay to the Grantee the aggregate of:

- (i) the subscription price received by the Company from the Grantee with the notice of exercise of the Option, if the Option has been exercised; and
- (ii) if the average closing price of the Shares (as stated in the daily quotations sheets issued by the Stock Exchange for the five trading days immediately preceding the cancellation) exceeds the subscription price, an amount equal to such excess multiplied by the number of Shares which would be or would have been issued upon exercise of the Option.

Any payment made by the Company pursuant to paragraph (ii) above shall be charged to its profit and loss account.

20. Shareholders' approval

Where the provisions of the New Share Option Scheme require the New Share Option Scheme or any related matters to be approved by the Shareholders and/or the independent non-executive Directors, the New Share Option Scheme or such related matters must be simultaneously approved by the shareholders of DSFH and/or independent non-executive directors of DSFH while DSFH remains the listed holding company of the Company.

21. Conditions of the New Share Option Scheme

The New Share Option Scheme is conditional on:

- (i) the passing of an ordinary resolution approving the adoption of the New Share Option Scheme by the Shareholders;
- (ii) the approval of the New Share Option Scheme by the shareholders at general meeting of DSFH; and
- (iii) the Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, the new Shares to be issued pursuant to the exercise of the options to be granted under the New Share Option Scheme.

If all of the above conditions are not satisfied on or before the date falling two months after the date of adoption of the New Share Option Scheme, the New Share Option Scheme shall forthwith terminate and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the New Share Option Scheme.

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

1. The memorandum of the Company shall be deleted in its entirety.
2. References to “Memorandum and New Articles of Association” shall be revised to read as “Articles of Association”
3. The original Article 1, which reads:

“1.(1) In these articles the following words shall have the following meanings:

“**applicable laws and regulations**” includes the Listing Rules;

“**articles**” means the articles of the Company in their present form and all supplementary, amended or substituted articles for the time being in force;

“**associate**”, in relation to any director, has the meaning ascribed to it in the Listing Rules;

“**Auditors**” means the auditors of the Company for the time being;

“**business days**” means any day on which a recognised stock market is open for the business of dealing in securities;

“**clear days**” means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Clearing House**” means a recognised clearing house within the meaning of Schedule 1 of the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong or a Clearing House recognised by the laws of the jurisdiction in which the shares are listed or quoted on a stock exchange in such jurisdiction;

“**Company**” means Dah Sing Banking Group Limited;

“**Companies Ordinance**” means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);

“**corporate communication**” has the meaning ascribed to it in rule 1.01 of the Listing Rules;

“**corporation**” includes both a company incorporated under the Companies Ordinance as well as a company incorporated outside Hong Kong;

“**directors**” and “**board**” mean the directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present;

“**holder**” means in relation to shares, the member whose name is entered in the register of members as the holder of the shares;

“**listing document**” has the meaning ascribed to it in the Listing Rules and includes any supplemental listing document and any subsequent amendment to the listing document;

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

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

“**register**” means the register of members of the Company kept pursuant to the Companies Ordinance and includes any branch register kept pursuant to the Companies Ordinance;

“**relevant financial documents**” has the meaning ascribed to it in section 2(1) of the Companies Ordinance;

“**the Seal**” means the common seal of the Company or any official seal that the Company may have as permitted by the Companies Ordinance;

“**secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“**share**” means a share in the capital of the Company and includes stock except where a distinction between stock and shares is express or implied;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited; and

“**summary financial report**” has the meaning ascribed to it in section 2(1) of the Companies Ordinance.

- (2) Save as aforesaid and unless the context otherwise requires, words and expressions contained in these articles shall bear the same meaning as in the Companies Ordinance.
- (3) Except where otherwise expressly stated, a reference in these articles to any primary or delegated legislation or legislative provision includes a reference to any modification or re-enactment of it for the time being in force.
- (4) In these articles, unless the context otherwise requires:
 - (a) words in the singular shall include the plural, and vice versa;
 - (b) the masculine gender shall include the feminine and neutral and vice versa; and

- (c) a reference to a person shall include a reference to a firm, a body corporate and to an unincorporated body of persons.
- (5) In these articles:
- (a) references to writing shall include references to typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form, including for the avoidance of doubt an electronic record (within the meaning of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong));
 - (b) references to a power are to a power of any kind, whether administrative, discretionary or otherwise; and
 - (c) references to a committee of the directors are to a committee established in accordance with these articles, whether or not comprised wholly of directors.
- (6) The headings are for convenience only and shall not affect the interpretation of these articles.”

is to be revised as:

“1. (a~~1~~) In these articles the following words shall have the following meanings:

“**applicable laws and regulations**” includes the Listing Rules;

“**articles**” means the articles of the Company in their present form and all supplementary, amended or substituted articles for the time being in force;

“**associate**”, in relation to any director, has the meaning ascribed to it in the Listing Rules;

“**associated company**” has the meaning ascribed to it in section 2 of the Companies Ordinance;

“**Auditors**” means the auditors of the Company for the time being;

“**business days**” shall, save where specified, mean any day on which a recognised stock market is open for the business of dealing in securities in Hong Kong;

“**clear days**” means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**Clearing House**” means a recognised clearing house within the meaning of Schedule 1 of the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong or a Clearing House recognised by the laws of the jurisdiction in which the shares are listed or quoted on a stock exchange in such jurisdiction;

~~“**Company**” means Dah Sing Banking Group Limited;~~

“**Companies Ordinance**” or “**the Ordinance**” means the Companies Ordinance (Chapter 62232 of the Laws of Hong Kong) **and every other Ordinance incorporated therewith, or any Ordinance or Ordinances substituted therefor, and in case of any such substitution the references in these Articles to the provisions of the Companies Ordinance shall be read as references to the provisions substituted therefor in the new Ordinance or Ordinances;**

“**Company**” means Dah Sing Banking Group Limited 大新銀行集團有限公司;

“**connected entity**”, in relation to any director, has the meaning ascribed to it in section 486 of the Companies Ordinance;

“**corporate communication**” has the meaning ascribed to it in rule 1.01 of the Listing Rules;

“**corporation**” includes both a company incorporated under the Companies Ordinance as well as a company incorporated outside Hong Kong;

“**directors**” and “**board**” mean the directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present;

“**electronic communication**” means a communication sent by electronic transmission in any form through any medium;

“**holder**” means in relation to shares, the member whose name is entered in the register of members as the holder of the shares;

“**listing document**” has the meaning ascribed to it in the Listing Rules and includes any supplemental listing document and any subsequent amendment to the listing document;

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

“**newspaper**” means a newspaper published daily and circulating generally in Hong Kong and specified in the list of newspapers issued and published in the Gazette for the purposes of Section 203 of the Companies Ordinance by the Chief Secretary for Administration;

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

“**register**” means the register of members of the Company kept pursuant to the Companies Ordinance and includes any branch register kept pursuant to the Companies Ordinance;

~~“**relevant financial documents**” has the meaning ascribed to it in section 2(1) of the Companies Ordinance;~~

“**reporting documents**” has the meaning ascribed to it in Part 9 of the Companies Ordinance;

“**responsible person**” has the meaning ascribed to it in section 3 of the Companies Ordinance;

~~“**the Seal**” means the common seal of the Company or any official seal that the Company may have as permitted by the Companies Ordinance;~~

“**secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

~~“**share**” means a share in the capital of the Company and includes stock except where a distinction between stock and shares is express or implied;~~

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited; and

“**substantial shareholder**” means a person who is entitled to exercise, or to control the exercise of, 10% or more (or such other percentage as may be prescribed by the Listing Rules from time to time) of the voting power at any general meeting of the Company;

“**summary financial report**” has the meaning ascribed to it in section 357(1) of the Companies Ordinance.

(b2) Save as aforesaid and unless the context otherwise requires, words and expressions contained in these articles shall bear the same meaning as in the Companies Ordinance.

(c3) Except where otherwise expressly stated, a reference in these articles to any primary or delegated legislation or legislative provision includes a reference to any modification or re-enactment of it for the time being in force.

(d4) In these articles, unless the context otherwise requires:

(i) ~~(a)~~ words in the singular shall include the plural, and vice versa;

(ii) ~~(b)~~ the masculine gender shall include the feminine and neutral and vice versa; and

(iii) ~~(e)~~ a reference to a person shall include a reference to a firm, a body corporate and to an unincorporated body of persons.

(e5) In these articles:

(i) ~~(a)~~ references to writing shall include references to typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form, including for the avoidance of doubt an electronic record (within the meaning of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong));

(ii) ~~(b)~~ references to a power are to a power of any kind, whether administrative, discretionary or otherwise; and

(iii) ~~(e)~~ references to a committee of the directors are to a committee established in accordance with these articles, whether or not comprised wholly of directors.

(f6) The headings are for convenience only and shall not affect the interpretation of these articles.”

4. The original Article 2, which reads:

“The regulations contained in Table A in the first schedule to the Companies Ordinance do not apply to the Company.”

is to be revised as:

“The regulations contained in (a) Table A in the first schedule to the predecessor of the Companies Ordinance and (b) Model Articles in Schedule 1 of the Companies (Model Articles) Notice (Chapter 622H of the laws of Hong Kong) do not apply to the Company.”

5. The following new Articles are to be inserted immediately following the original Article 2 and are to be numbered as Article 3, Article 4 and Article 5, respectively:

“COMPANY NAME

3. The name of the company is “DAH SING BANKING GROUP LIMITED 大新銀行集團有限公司”.

MEMBERS' LIABILITIES

4. **The liability of the members is limited.**

LIABILITIES OR CONTRIBUTIONS OF MEMBERS

5. **The liability of the members is limited to any amount unpaid on the shares held by the members.”**
6. The original Article 4 shall be deleted in its entirety.
7. The original Article 5, which reads:

“Subject to the provisions of the Companies Ordinance and without prejudice to any special rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the directors shall determine).”

is to be revised as:

“Subject to the provisions of the Companies Ordinance and without prejudice to any special rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise **or be redeemable whether at the option of the Company or the holder** as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the directors shall determine).”

8. The original Article 7, which reads:

“Subject to the provisions of the Companies Ordinance and these articles, the unissued shares in the Company shall be at the disposal of the directors, who may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as the directors think fit. No share shall be issued at a discount except in accordance with the provisions of the Companies Ordinance.”

is to be revised as:

“Subject to the provisions of the Companies Ordinance and these articles, the ~~unissued~~ shares in the Company shall be at the disposal of the directors, who may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as the directors think fit. ~~No share shall be issued at a discount except in accordance with the provisions of the Companies Ordinance.”~~

9. The original Article 8, which reads:

“The directors may, subject to the approval by the members in general meeting, issue warrants or other rights and grant options to subscribe for any class of shares or securities of the Company on such terms as the directors may from time to time determine. Where warrants are issued to the bearer, no certificate thereof shall be issued to replace the one that has been lost unless the directors are satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the directors may think fit with regard to the issue of any such replacement certificate.”

is to be revised as:

“The directors may, subject to the approval by the members in general meeting, issue warrants or other rights and grant options to subscribe for any class of shares or securities of the Company on such terms as the directors may from time to time determine. ~~Where warrants are issued to the bearer, no certificate thereof shall be issued to replace the one that has been lost unless the directors are satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the directors may think fit with regard to the issue of any such replacement certificate.~~”

10. The original Article 12, which reads:

“Subject to the provisions of the Companies Ordinance, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied, either while the Company is a going concern or during or in contemplation of a winding-up, either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise. To every such separate meeting the provisions of these articles relating to general meetings shall apply, but so that the necessary quorum at such meeting (other than an adjourned meeting) shall be no less than two persons together holding or representing by proxy one-third in nominal value of the issued shares of the class in question and at any adjourned meeting two persons holding shares of that class or by proxy (whatever the number of shares held by them), and that any holder of shares of the class present in person or by proxy may demand a poll.”

is to be revised as:

“Subject to the provisions of the Companies Ordinance, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied, either while the Company is a going concern or during or in contemplation of a winding-up, either with the consent in writing of the holders of three-quarters ~~in nominal value of the issued~~ **of the total voting rights of holders of** shares ~~of~~ **in** that class, or

with the sanction of a special resolution passed at a separate meeting of the holders of the shares **in** that class, but not otherwise. To every such separate meeting the provisions of these articles relating to general meetings shall **mutatis mutandis** apply, but so that the necessary quorum at such meeting (other than an adjourned meeting) shall be no less than two persons together holding or representing by proxy one-third in ~~nominal value~~**the total voting rights** of the issued shares of the class in question and at any adjourned meeting two persons holding shares of that class or by proxy (whatever the number of shares held by them), and that any holder of shares of the class present in person or by proxy may demand a poll.”

11. The original Article 15, which reads:

“15.(1) Every person whose name is entered as a member in the register shall be entitled without payment to receive within two months after allotment or ten business days of the lodgement of an instrument of transfer duly stamped, (or within such other period as the terms of issue shall provide), one certificate for all his shares of any particular class, or if he shall so request, upon payment of a fee (not exceeding the maximum amount as the Stock Exchange may from time to time permit) for every certificate after the first, as the directors shall from time to time determine, such number of certificates for shares in Stock Exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, 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.

(2) Every 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 and may otherwise be in such form as the board may from time to time determine. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate or certificates to one of several joint holders shall be a sufficient delivery to all such holders.

(3) If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on:

(a) payment of such fee (if any) as may from time to time be permitted under the rules prescribed by the Stock Exchange; and

(b) such other terms (if any) as to evidence and indemnity and payment (in the case of a loss or destruction) of any out-of-pocket expenses incurred by the Company in investigating evidence as the directors may think fit but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

- (4) If at any time the share capital of the Company is divided into different classes of shares, every share certificate issued at that time shall comply with the provisions of the Companies Ordinance, and no certificate shall be issued in respect of more than one class of shares.”

is to be revised as:

“~~17.(a)~~ Every person whose name is entered as a member in the register shall be entitled without payment to receive: **(i)** within two months after allotment or, **(ii) within ten** business days of the lodgement of an instrument of transfer duly stamped, (or within such other period as the terms of issue shall provide), one certificate for all his shares of any particular class, or if he shall so request, upon payment of a fee (not exceeding the maximum amount as the Stock Exchange may from time to time permit) for every certificate after the first, as the directors shall from time to time determine, such number of certificates for shares in Stock Exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, 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.

(b2) Every certificate of title to share or other form of securities of the Company must (a) affix to it the Company’s common seal or the Company’s securities seal under section 126 of the Companies Ordinance; or (b) be otherwise executed in accordance with the Ordinance. 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 and may otherwise be in such form as the board may from time to time determine. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that the signatures on any certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate or certificates to one of several joint holders shall be a sufficient delivery to all such holders.

(c3) Subject to section 163 of the Companies Ordinance, if a share certificate is defaced, damaged~~worn-out~~, lost or destroyed, it may be renewed~~replaced with a replacement certificate of the same class~~ on:

- (i) ~~(a)~~ payment of such fee (if any) as may from time to time be permitted under the rules prescribed by the Stock Exchange; and**

- (ii) ~~(b)~~ such other terms (if any) as to evidence and indemnity and payment (in the case of a loss or destruction) of any out-of-pocket expenses incurred by the Company in investigating evidence as the directors may think fit but otherwise free of charge, and (in the case of defacement or ~~wearing-out~~**damage**) on delivery ~~up~~ of the old certificate.
- (d) If at any time the share capital of the Company is divided into different classes of shares, every share certificate issued at that time shall comply with the provisions of the Companies Ordinance, and no certificate shall be issued in respect of more than one class of shares.”
12. The words “(whether in respect of nominal value or premium)” shall be deleted from original Article 21 so that it reads as follows:
- “Subject to the terms of allotment, the directors may make calls upon the members in respect of any amounts unpaid on their shares ~~(whether in respect of nominal value or premium)~~ and each member shall (subject to receiving at least fourteen clear days’ notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of an amount due under it, be revoked or varied in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.”
13. The words “, whether or in respect of nominal value or premium or as an instalment of a call,” shall be deleted from original Article 25 so that it reads follows:
- “An amount payable in respect of a share on allotment or at any fixed date, ~~whether in respect of nominal value or premium or as an instalment of a call,~~ shall be deemed to be a call duly made and payable on the date on which by the terms of allotment the same became payable and in the case of non-payment, these articles shall apply as if that sum had become due and payable by virtue of a call duly made and notified; 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.”

14. The words “and without giving any reason” shall be deleted from original Article 35 so that it reads as follows:

“The directors may, in their absolute discretion ~~and without giving any reason~~, refuse to register the transfer of a share which is not fully paid. They may also refuse to register a transfer of a share unless the instrument of transfer:

- (a) is lodged, duly stamped, at the Office or at such other place as the directors may appoint and is accompanied by the certificate for the share to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer and a fee as permitted under the rules prescribed by the Stock Exchange;
- (b) is in respect of only one class of share;
- (c) is in favour of not more than four transferees;
- (d) the shares concerned are free of any lien in favour of the Company; and
- (e) such other conditions as the directors may from time to time impose for the purpose of guarding against losses arising from forgery are satisfied.”

15. The original Article 36, which reads:

“If the directors refuse to register a transfer of a share, they shall within 10 business days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal in accordance with the Companies Ordinance.”

is to be revised as:

“If the directors refuse to register a transfer of a share, they shall within 10 business days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal in accordance with the Companies Ordinance. **If the directors refuse to register a transfer of a share, the transferee or transferor may request a statement of the reasons for the refusal. If such a request is made, the Company shall, within 28 days after receiving the request: (a) send the person who made the request a statement of reasons; or (b) register the transfer.**”

16. The original Article 44, which reads:

“Any person to whom the right to any shares in the Company has been transmitted by operation of law shall, if the directors refuse to register the transfer, be entitled to call upon the directors to furnish within 28 days a statement of the reason for the refusal.”

is to be revised as:

“Any person to whom the right to any shares in the Company has been transmitted by operation of law shall, if the directors refuse to register the transfer, be entitled to ~~ask~~ upon the directors to furnish within 28 days a statement of the reason for the refusal request a statement of the reasons for the refusal. If such a request is made, the Company shall, within 28 days after receiving the request: (a) send the person who made the request a statement of reasons; or (b) register the transfer.”

17. The heading “STOCK” and the original Articles 45, 46, 47 and 48 shall be deleted in their entirety.

18. The original Article 49, which reads:

“The Company may by ordinary resolution:

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Companies Ordinance, sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
- (d) determine that, as between the shares resulting from such a sub-division, any of them may have any preference or advantage as compared with the others;
- (e) divide its shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions, provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;
- (f) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; or
- (g) make provision for the issue and allotment of shares which do not carry any voting rights.”

is to be revised as:

“The Company may **from time to time** by ordinary resolution **alter its share capital in any one or more of the ways set out in section 170 of the Companies Ordinance, including but not limited to:**

- (a) ~~increase~~**increasing** its share capital by **allotting and issuing** new shares ~~of such amount as the resolution prescribes~~**in accordance with the Companies Ordinance;**
- (b) **increasing its share capital without allotting and issuing new shares, if the funds or other assets for the increase are provided by the members of the Company;**
- (c) **capitalising its profits, with or without allotting and issuing new shares;**
- (d) **allotting and issuing bonus shares with or without increasing its share capital;**
- (e) ~~(b) consolidate and divide~~**converting** all or any of its share capital ~~into a shares of larger or smaller number of amount than its existing shares;~~
 - ~~(e) subject to the provisions of the Companies Ordinance, sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;~~
- (f) ~~(d) determine that, as between the shares resulting from such a sub-division, any of them may have any preference or advantage as compared with the others;~~~~(e) dividing~~**its shares into several classes and attaching thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions, provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;**
- (g) ~~(f) cancelling~~ shares:
 - (i) ~~which~~**that**, at the date of the passing of the resolution **for cancellation**, have not been taken or agreed to be taken by any person; **or**
 - (ii) ~~and diminish the amount of its share capital by the amount of the shares so cancelled~~**that have been forfeited;** or
- (h) ~~(g) make~~**making** provision for the issue and allotment of shares which do not carry any voting rights.”

19. The original Article 50, which reads:

“The general meeting resolving to create 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 Companies Ordinance) at a discount, to all the existing holders 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, the new shares shall be at the disposal of the directors and Article 7 shall apply thereto.”

is to be revised as:

“The general meeting resolving to create 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 at any price~~ (subject to the provisions of the Companies Ordinance) ~~at a discount~~, to all the existing holders 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, the new shares shall be at the disposal of the directors ~~and Article 7 shall apply thereto.~~”

20. The word “consolidation” shall be replaced with the word “conversion” in the original Article 52 so that it reads as follows:

“Whenever as a result of any ~~consolidation~~ **conversion** or subdivision of shares any difficulty arises, the directors may settle such difficulty as they think expedient and, in particular, if any members would become entitled to fractions of a share, the directors may on behalf of those members sell to any person (including, subject to the provisions of the Companies Ordinance, the Company) the shares representing the fractions and distribute the net proceeds of sale in due proportion among those members or retain the net proceeds for the benefit of the Company, and the directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. 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 in or invalidity of the proceedings in reference to the sale.”

21. The words “, any capital redemption reserve fund and any share premium account” shall be deleted from original Article 53 so that it reads as follows:

“The Company may by special resolution reduce its share capital, ~~any capital redemption reserve fund and any share premium account~~ in any manner and with, and subject to, and incident authorised, and consent required by law.”

22. The original Article 55, which reads:

“The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one

annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.”

is to be revised as:

“The Company shall, **in respect of in each financial year of the Company**, hold a general meeting as its annual general meeting **in accordance with the requirements of the Companies Ordinance** in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; ~~and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the directors shall appoint.~~ All general meetings other than annual general meetings shall be called extraordinary general meetings.”

23. The following new Article is to be inserted immediately following the original Article 55 and is to be numbered as Article 54:

“The directors may, if they thought fit, convene a general meeting at two or more places using technology that enables members attending the meeting to exercise their right to listen, speak and vote at the meeting.”

24. The original Article 56, which reads:

“The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Companies Ordinance. If at any time there are not within Hong Kong sufficient directors capable of acting to form a quorum, any director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.”

is to be revised as:

“The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Companies Ordinance. If at any time there are not within Hong Kong sufficient directors capable of acting to form a quorum, any director or any two **or more** members of the Company **representing at least 10% of the total voting rights of all members having a right to vote at general meetings**, may convene an extraordinary general meeting in the same manner as nearly as possible, as that in which meetings may be convened by the directors.”

25. The original Article 57, which reads:

“Subject to the provisions of the Companies Ordinance, an annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days’ notice in writing, and all other extraordinary general meetings shall be called by at least fourteen clear days’ notice in writing. The notice shall specify the place, the day and the time of meeting and, in the case of special business the general nature of such business, and in the case of an annual general meeting shall specify the meeting as such. Notice of a general meeting shall be given to such persons as are, under these articles, entitled to receive such notices from the Company. There shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company. Subject to the provisions of the Companies Ordinance, a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it so agreed:

- (a) in the case of a meeting called as the 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 ninety-five per cent, in nominal value of the shares giving that right.”

is to be revised as:

“Subject to the provisions of the Companies Ordinance, an annual general meeting ~~and an extraordinary general meeting called for the passing of a special resolution~~ shall be called by **notice in writing of** at least twenty-one clear days **(or such longer period as may be required by the Listing Rules)**² ~~notice in writing~~, and all other ~~an~~ extraordinary general meetings shall be called by **notice in writing of** at least fourteen clear days² ~~notice in writing~~ **(or such longer period as may be required by the Listing Rules)**, **shall be given in the manner mentioned in these Articles to all members, to the directors and to the Auditors.** The notice shall specify the place, the day and the time of meeting **(and if the meeting is to be held in 2 or more places, the principal place of the meeting and the other place or places of the meeting)** and, in the case of special business the general nature of such business, and in the case of an annual general meeting shall specify the meeting as such. **If a resolution (whether or not a special resolution) is intended to be moved at the meeting, the notice must include notice of the resolution, and include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution.** Notice of a general meeting shall be given to such persons as are, under these articles, entitled to receive such notices from the Company. **For notice of a general meeting,** ~~There~~ shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a

member of the Company. Subject to the provisions of the Companies Ordinance, a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it so agreed:

- (a) in the case of ~~a meeting called as the~~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 ninety-five per cent **of the total voting rights at the meeting of all the members**, ~~in nominal value of the shares giving that right.~~

26. The original Article 58, which reads:

“The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting. In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.”

is to be revised as:

“The accidental omission to give notice of a meeting **or a resolution intended to be moved at a general meeting** to, or the non-receipt of notice of a meeting **or a resolution intended to be moved at a general meeting** by, any person entitled to receive notice shall not invalidate **any resolution(s) passed or** the proceedings at that meeting. In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate **any resolution(s) passed or** the proceedings at that meeting.”

27. The original Article 59, which reads:

“All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall also be deemed special, with the exception of declaring dividends, the consideration of the accounts, balance sheet, and the reports of the directors and auditors and other documents required to be annexed to the balance sheet, the appointment of directors in the place of those retiring (whether by rotation or otherwise) and the reappointment of the retiring auditors and the fixing of the remuneration of the auditors and of the directors.”

is to be revised as:

“All business shall be deemed special that is transacted at an extraordinary general meeting. All business that is transacted at an annual general meeting shall also be deemed special, with the exception of declaring dividends, the consideration of the accounts, balance sheet, and the reports of the directors and auditors and other documents required to be annexed to the balance sheet, the appointment of directors in the place of those retiring (whether by rotation or otherwise) and the reappointment of the retiring auditors (**where special notice of the resolution for such reappointment is not required by the Companies Ordinance**) and the fixing of the remuneration of the auditors and of the directors.”

28. The word “place” shall be replaced with the word “place(s)” in the original Article 61 so that it reads as follows:

“If a quorum is not present within half an hour after the time appointed for holding the meeting, the meeting, if convened on the requisition of or by members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place(s), or to such day, time and place as the directors may determine. If at the adjourned meeting a quorum is not present within thirty minutes after the time appointed for holding the meeting, the member or members present in person or by proxy or a duly authorised representative of a corporation which is a member shall be a quorum and may transact the business for which the meeting was called.”

29. The words “place” shall be replaced with the word “place(s)” in the original Article 64 so that it reads as follows:

“Without prejudice to any other power of adjournment he may have under these articles or at common law, the chairman may, with the consent of a 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(s) to place(s), but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original notice. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat.”

30. The following new Article is to be inserted immediately following the original Article 64 and is to be numbered as Article 64:

“64. Subject to the rules prescribed by the Stock Exchange from time to time, any vote of shareholders at a general meeting shall be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. For the purposes of these articles, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its members;

and (ii) relate to the chairman’s duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all members a reasonable opportunity to express their views.”

31. The original Article 65, which reads:

“At any general meeting, a resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Ordinance, a poll may be demanded:

- (a) by the chairman; or
- (b) by not less than three members having the right to vote at the meeting; or
- (c) by a member or members present in person or by proxy, or a duly authorised representative of a corporation which is a member, representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is duly demanded, 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 lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.”

is to be revised as:

“On any resolution where a vote is not required under the Companies Ordinance, the Listing Rules or these articles to be held on a poll, At any general meeting, a resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Ordinance, a poll may be demanded before or on the declaration of the result of the show of hands:

- (a) by the chairman **of the meeting**; or
- (b) by not less than ~~three~~**five** members having the right to vote at the meeting; or

- (c) by a member or members present in person or by proxy, or a duly authorised representative of a corporation which is a member, representing not less than ~~one-tenth~~ **five percent (5%)** of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to not less than ~~one-tenth~~ **five percent (5%)** of the total sum paid up on all the shares conferring that right.

~~Unless a poll is duly demanded, Where a resolution is voted on by a show of hands, 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 lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded in favour of or against the resolution.”~~

32. The original Article 70 shall be deleted in its entirety.
33. The original Article 71, which reads:

“Subject to the provisions of the Companies Ordinance, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A written notice of confirmation of such resolution in writing signed by or on behalf of a member shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Such resolution in writing may consist of several documents each signed by or on behalf of one or more members. A resolution which is signed and sent by a member by cable, facsimile message, telex message or other electronic means shall be treated as being signed by him for the purpose of this Article”.

is to be revised as:

“(a) Subject to the provisions of the Companies Ordinance **and the Listing Rules**, a resolution in writing signed by all the members **who on the date of circulation of the resolution in writing are** ~~for the time being~~ entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A written notice of confirmation of such resolution in writing signed by or on behalf of a member shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Such resolution in writing may consist of several documents each signed by or on behalf of one or more members. A resolution which is signed and sent by a member by ~~able~~, facsimile message, ~~telex message~~ or other electronic means shall be treated as being signed by him for the purpose of this Article.

- (b) **Notwithstanding any provisions contained in these Articles, a resolution in writing shall not be passed for the purpose of removing a director before the expiration of the director’s term of office or for the purpose of removing the auditors before the end of the auditor’s term of office.”**

34. The original Article 74, which reads:

“In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members.”

is to be revised as:

“In the case of joint holders the vote of the senior 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 seniority shall be determined by the order in which the names of the holders stand in the register of members.”

35. The original Article 83, which reads:

“The instrument appointing a proxy and any authority under which it is executed or a copy of the authority certified notarially may:

- (a) be deposited at the Office or at such other place in Hong Kong as is specified in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll, at least twenty four hours before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting in cases where the meeting was originally held within twelve months from such date.”

is to be revised as:

“The instrument appointing a proxy and any authority under which it is executed or a copy of the authority certified notarially may:

- (a) be deposited at the Office or at such other place in Hong Kong as is specified in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of a poll **taken more than 48 hours after it was demanded**, at least twenty four hours before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting in cases where the meeting was originally held within twelve months from such date.”

36. The word “office” shall be replaced with the word “Office” in the original Article 84 so that it reads as follows:

“A vote given in accordance with the terms of an instrument of proxy or power of attorney or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of shares in respect of which the proxy is given, provided no intimation in writing of the death, insanity, revocation or transfer shall have been received by the Company at the ~~office~~ **Office** at least 24 hours before the commencement of the meeting or adjourned meeting at which the proxy is used.”

37. The following new Articles are to be inserted immediately following the original Article 84 and is to be numbered as Article 84 and Article 85:

“84. A proxy’s authority in relation to a resolution is to be regarded as revoked if the member who has appointed the proxy–

(a) attends in person the general meeting at which the resolution is to be decided; and

(b) exercises, in relation to the resolution, the voting right attached to the shares in respect of which the proxy is appointed.

85. A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of the member.”

38. The original Article 85 shall be deleted in its entirety.

39. The original Article 87, which reads:

“Without prejudice to the generality of Article 86 if a Clearing House (or its nominee) is a member of the Company, it (or, as the case may be, its nominee) may authorise such person or persons as it thinks fit to act as its proxy or proxies or its representative or representatives at any meeting of the Company or at any meeting of any class of member of the Company provided that, if more than one person is so authorised, the instrument of proxy or authorisation shall specify the number and class of shares in respect of which

each such person is so authorised. A person so authorised under the provisions of this Article shall be entitled to exercise the same powers on behalf of the Clearing House (or its nominee) which he represents as that Clearing House (or its nominee) could exercise as if such person were an individual member of the Company and on a show of hands, each such person shall be entitled to a separate vote notwithstanding any contrary provision as provided in Article 73.”

is to be revised as:

“Without prejudice to the generality of Article 86 if a Clearing House (or its nominee) is a member of the Company, it (or, as the case may be, its nominee) may authorise such person or persons as it thinks fit to act as its proxy or proxies or its representative or representatives at any meeting of the Company or at any meeting of any class of member of the Company provided that, if more than one person is so authorised, the instrument of proxy or authorisation shall specify the number and class of shares in respect of which each such person is so authorised. A person so authorised under the provisions of this Article shall be entitled to exercise the same powers on behalf of the Clearing House (or its nominee) which he represents as that Clearing House (or its nominee) could exercise as if such person were an individual member of the Company, **and where a show of hands is allowed** ~~and on a show of hands~~, each such person shall be entitled to a separate vote notwithstanding any contrary provision as provided in Article 723.”

40. The following new Articles are to be inserted immediately following the original Article 93 and are to be numbered as Article 94 and Article 95:

“94. A director who is also an alternate director has an additional vote on behalf of each appointor who –

- (a) is not participating in a directors’ meeting; and**
- (b) would have been entitled to vote if he or she were participating in it.**

95. An alternate director must not be counted or regarded as more than one director for determining whether:

- (a) a quorum is participating; or**
- (b) a directors’ written resolution is adopted.”**

41. References regarding the words “memorandum” shall be removed from the original Article 97 so that it reads as follows:

“The business of the Company shall be managed by the directors who, subject to the provisions of the Companies Ordinance, ~~the memorandum~~ and these articles and to any directions given by the Company in general meeting, may exercise all the powers of the Company. No alteration of ~~the memorandum~~ or these articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration

had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by these articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.”

42. The original Article 103, which reads:

“(1) The directors may delegate any of their powers:

- (a) to any managing director, any director holding any other executive office or any other director;
 - (b) to any committee consisting of one or more directors and (if thought fit) one or more other persons, but a majority of the members of the committee shall be directors and no resolution of the committee shall be effective unless a majority of those present when it is passed are directors; and
 - (c) to any local board or agency for managing any of the affairs of the Company either in Hong Kong or elsewhere.
- (2) Any such delegation (which may include authority to sub-delegate all or any of the powers delegated) may be subject to any conditions the directors impose and either collaterally with or to the exclusion of their own powers and may be revoked or varied. The power to delegate under this Article, being without limitation, includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director; and the scope of the power to delegate under sub-paragraph (a), (b) or (c) of paragraph (1) of this Article shall not be restricted by reference to or inference from any other of those sub-paragraphs. Subject as aforesaid, the proceedings of any committee, local board or agency with two or more members shall be governed by such of these articles as regulate the proceedings of directors so far as they are capable of applying.”

is to be revised to:

“(a1) The directors may delegate any of their powers:

- (i) ~~(a)~~ to any managing director, any director holding any other executive office or any other director;
- (ii) ~~(b)~~ to any committee consisting of one or more directors and (if thought fit) one or more other persons, but a majority of the members of the committee shall be directors and no resolution of the committee shall be effective unless a majority of those present when it is passed are directors; and
- (iii) ~~(c)~~ to any local board or agency for managing any of the affairs of the Company either in Hong Kong or elsewhere.

(b2) Any such delegation (which may include authority to sub-delegate all or any of the powers delegated) may be subject to any conditions the directors impose and either collaterally with or to the exclusion of their own powers and may be revoked or varied. The power to delegate under this Article, being without limitation, includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director; and the scope of the power to delegate under sub-paragraph (ai), (bii) or (eiii) of paragraph (1a) of this Article shall not be restricted by reference to or inference from any other of those sub-paragraphs. Subject as aforesaid, the proceedings of any committee, local board or agency with two or more members shall be governed by such of these articles as regulate the proceedings of directors so far as they are capable of applying.”

43. The original Article 105, which reads:

“At each annual general meeting, one-third of the directors or, if their number is not three or a multiple of three, the number which is nearest to and is at least one-third, shall retire from office by rotation. A retiring director shall be eligible for re-election.”

is to be revised as:

“At each annual general meeting, one-third of the directors (**including the managing director(s)**) or, if their number is not three or a multiple of three, the number which is nearest to and is at least one-third, shall retire from office by rotation. A retiring director shall be eligible for re-election.”

44. The original Article 111, which reads:

“Without prejudice to the provisions of the Companies Ordinance, the Company may, by special resolution, remove a director (including a managing director or executive director) before the expiration of his period of office (but such removal shall be without prejudice to any claim to damages for breach of any contract of service between the director and the Company) and, subject to these articles, may, by ordinary resolution, appoint another person instead of him. A 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 appointed or reappointed a director.”

is to be revised as:

“~~Without prejudice to the provisions of the Companies Ordinance,~~ ~~†~~The Company may, **at any general meeting convened and held in accordance with the Companies Ordinance,** by ~~ordinary~~**special** resolution, remove a director (including a managing director or executive director) **at any time** before the expiration of his period of office (but such removal shall be without prejudice to any claim to damages for breach of any contract of service between the director and the Company) **provided that the notice of such meeting convened for the purpose of removing a director shall contain a statement of the intention so to do and be served on such director twenty eight (28) days before the meeting and on the members, at least fourteen (14) days before the**

meeting. At such meeting such director shall be entitled to be heard on the motion of his removal and, subject to these articles, the Company may, by ordinary resolution, appoint another person instead of him. A 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 appointed or reappointed a director.”

45. The original Article 112, which reads:

“The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Companies Ordinance or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he becomes of unsound mind or a patient for the purpose of any statute relating to mental health and the directors resolve that his office be vacated; or
- (d) he is removed by a special resolution of the Company; or
- (e) he resigns his office by notice in writing to the Company, or
- (f) in the case of a director who holds any executive office, his appointment as such is terminated or expires and the directors resolve that his office be vacated; or
- (g) he is absent for more than six consecutive months without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
- (h) he is requested in writing by all the other directors to resign; or
- (i) he is convicted of an indictable offence.”

is to be revised as:

“The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Companies Ordinance **or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the laws of Hong Kong)** or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (c) he becomes of unsound mind or a patient for the purpose of any statute relating to mental health and the directors resolve that his office be vacated; or
- (d) he is removed by an **ordinary**~~special~~ resolution of the Company; or
- (e) he resigns his office by notice in writing to the Company, or
- (f) in the case of a director who holds any executive office, his appointment as such is terminated or expires and the directors resolve that his office be vacated; or
- (g) he is absent for more than six consecutive months without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
- (h) he is requested in writing by all the other directors to resign; or
- (i) he is convicted of an indictable offence.”

46. The original Article 113, which reads:

“The directors, or a committee of the directors, may appoint one or more of their number to the office of managing director or to any other executive office under the Company and any such appointment may be made for such term, at such remuneration and on such other conditions as the directors, or a committee of the directors think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the act of service between the director and the Company. A managing director shall not be subject to retirement by rotation and shall not be taken into account in determining rotation and retirement of directors but shall in all other respects be subject to the same provisions as to removal as the other directors of the Company and in particular subject to Article 112(f).”

is to be revised as:

“The directors, or a committee of the directors, may appoint one or more of their number to the office of managing director or to any other executive office under the Company and any such appointment may be made for such term, at such remuneration and on such other conditions as the directors, or a committee of the directors think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the act of service between the director and the Company.~~A managing director shall not be subject to retirement by rotation and shall not be taken into account in determining rotation and retirement of directors but shall in all other respects be subject to the same provisions as to removal as the other directors of the Company and in particular subject to Article 112(f).~~”

47. The original Article 115, which reads:

“A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the provisions of the Companies Ordinance. A general notice given to the directors by a director to the effect that he is a member or a director of a specified company or firm, and is to be regarded as interested in any contract or arrangement or dealing which may, after the date of the notice be entered into or made with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract, arrangement or dealing so entered into or made, provided that no such notice shall be effective unless either it is given at a meeting of the directors or the director takes reasonable steps to ensure that it is brought up and read at the next meeting of the directors after it is given.”

is to be revised as:

“A director (**including his connected entities**) who is in any way, whether directly or indirectly, interested in a **transaction, arrangement or** contract or proposed **transaction, arrangement or** contract with the Company shall declare the nature **and extent** of his interest **or his connected entities’ interest** at a meeting of the directors **at which the question of entering into the transaction, arrangement or contract is first taken into consideration, if he knows his interest then exists, or in any other case as soon as reasonably practicable, and in any event at the first meeting of directors after he knows that he is or has become so interested. Such declaration shall be made** in accordance with the provisions of the Companies Ordinance. A general notice given to the directors by a director to the effect that he is **interested as** a member, ~~or~~ a director, **officer, employee or otherwise in** ~~of~~ a specified company or firm (**with such notice specifying the nature and extent of the director’s interest**), and is to be regarded as interested in any **transaction**, contract or arrangement or dealing which may, after the date of the notice be entered into or made with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any **transaction**, contract, arrangement **or proposed transaction, arrangement or contract** or dealing so entered into or made, provided that no such notice shall be effective unless either it is given at a meeting of the directors or **it is in writing and sent to the Company, and** the director takes reasonable steps to ensure that it is brought up and read at the next meeting of the directors after it is given.”

48. The original Article 117, which reads:

“Subject to the Companies Ordinance and these articles, no director or intended director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company 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 for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established, provided

that such director shall disclose the nature of his interest in any contract or arrangement in which he is interested as required by and subject to the provisions of the Companies Ordinance.”

is to be revised as:

“Subject to the Companies Ordinance and these articles, no director or intended director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such **transaction, arrangement or** contract, or any **transaction, arrangement or** contract ~~or arrangement~~ entered into by or on behalf of the Company in which any director (**including his connected entities**) 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 for any profit realised by any such **transaction, arrangement or** contract ~~or arrangement~~ by reason of such director holding that office or of the fiduciary relation thereby established, provided that such director shall disclose the nature **and extent** of his (**including his connected entities**) interest in any **transaction, arrangement or** contract ~~or arrangement~~ in which he is interested as required by and subject to the provisions of the Companies Ordinance.”

49. The original Article 118, which reads:

“(1) Save as otherwise provided by these articles, a director shall not vote (nor shall be counted in the quorum) at a meeting of the directors on any resolution approving any contract or arrangement or concerning a matter in which he or any of his associate(s) has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company), unless his interest arises only because the case falls within one or more of the following sub-paragraphs:

- (a) the resolution relates to the giving to him or his associate(s) of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him or any of them at the request of or for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director or his associate(s) has himself/themselves assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of his or his associate(s) being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares in or debentures or other securities of or by the Company or any other corporation which the Company may promote or be interested in subscription, purchase or exchange;

- (d) the resolution relates to a transaction, contract, arrangement or proposal with any other corporation in which he or his associate(s) is/are interested only, whether directly or indirectly, as an officer, executive or a shareholder, or in which the director or his associate(s) is/are beneficially interested in shares of that corporation, provided that the director and any of his associates are not in aggregate the holders of or beneficiary interested in five per cent, or more of the issued shares of any class of that corporation (or of any other corporation through which his interest or that of his associates is derived) or of the voting rights attaching to such issued shares or securities);
 - (e) the resolution relates to an arrangement for the benefit of the employees of the Company or any of its subsidiaries, including but without being limited to the adoption, modification or operation of any pension fund, or retirement, death or disability benefit scheme, which relates to both directors, his associates and employees of the Company or any of its subsidiaries and does not accord to any director or his associate(s) as such any privilege or advantage not generally accorded to the employees to whom the arrangement relates;
 - (f) any contract or arrangement in which the director or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in those shares, debentures or other securities of the Company;
 - (g) the resolution relates to an arrangement concerning the adoption, modification or operation of any employee's share scheme, share incentive scheme or share option scheme involving the issue or grant of options over shares or other securities by the Company to, or for the benefit of, the employees of the Company or its subsidiaries under which the director or his associate(s) may benefit.
- (2) For the purposes of paragraph (1) of this Article and in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.”

is to be revised as:

“(a1) Save as otherwise provided by these articles, a director **and his alternate** shall not vote (nor shall be counted in the quorum) at a meeting of the directors on any resolution approving any **transaction**, contract or arrangement or concerning a matter in which he or any of his associate(s) **or any of his connected entity(ies)** has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company), unless his interest arises only because the case falls within one or more of the following sub-paragraphs:

- (i) ~~(a)~~ the resolution relates to the giving to him or his associate(s) **or any of his connected entity(ies)** of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him or any of them at the request of or for the benefit of, the Company or any of its subsidiaries;
- (ii) ~~(b)~~ the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director or his associate(s) ~~has~~ **or any of his connected entity(ies)** has/have himself/themselves assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (iii) ~~(c)~~ his interest arises by virtue of his or his associate(s) **or any of his connected entity(ies)** being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares in or debentures or other securities of or by the Company or any other corporation which the Company may promote or be interested in subscription, purchase or exchange;
- ~~(d) the resolution relates to a transaction, contract, arrangement or proposal with any other corporation in which he or his associate(s) is/are interested only, whether directly or indirectly, as an officer, executive or a shareholder, or in which the director or his associate(s) is/are beneficially interested in shares of that corporation, provided that the director and any of his associates are not in aggregate the holders of or beneficiary interested in five per cent, or more of the issued shares of any class of that corporation (or of any other corporation through which his interest or that of his associates is derived) or of the voting rights attaching to such issued shares or securities);~~
- (iv) ~~(e)~~ the resolution relates to an arrangement for the benefit of the employees of the Company or any of its subsidiaries, including but without being limited to the adoption, modification or operation of any pension fund, or retirement, death or disability benefit scheme, which relates to both directors, his associates, **connected entities** and employees of the Company or any of its subsidiaries and does not accord to any director or his associate(s) **or his connected entity(ies)** as such any privilege or advantage not generally accorded to the employees to whom the arrangement relates;
- (v) ~~(f)~~ any **transaction**, contract or arrangement in which the director or his associate(s) **or his connected entity(ies)** is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in those shares, debentures or other securities of the Company;
- (vi) ~~(g)~~ the resolution relates to an arrangement concerning the adoption, modification or operation of any employee's share scheme, share incentive scheme or share option scheme involving the issue or grant of options over

shares or other securities by the Company to, or for the benefit of, the employees of the Company or its subsidiaries under which the director or his associate(s) **or any of his connected entity(ies)** may benefit.

(b2) For the purposes of paragraph (4a) of this Article and in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.”

50. The original Article 130, which reads:

“A resolution in writing signed by all the directors (or their respective alternate directors as the case may be) for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) of that committee, duly convened and held, and may consist of several documents in the like form each executed by one or more directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity. A resolution which is signed and sent by a director or his alternate director or a member of such committee by cable, facsimile message, telex message or other electronic means shall be treated as being signed by him for the purpose of this Article.”

is to be revised as:

“A resolution in writing signed by all the directors (or their respective alternate directors as the case may be) for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) of that committee, duly convened and held, and may consist of several documents in the like form each executed by one or more directors, but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity. A resolution which is signed and sent by a director or his alternate director or a member of such committee by cable, facsimile message, telex message or other electronic means shall be treated as being signed by him for the purpose of this Article. **Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of meeting of the board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a director has a conflict of interest and the board has determined that such conflict of interest to be material.**”

51. The following new Article is to be inserted immediately following the original Article 131 and is to be numbered as Article 134:

“The directors must ensure that the Company keeps a written record of every decision taken by the directors under Article 133 for at least 10 years from the date of the decision.”

52. The original Article 134, which reads:

“The directors shall procure a common Seal to be made for the Company and shall provide for the safe custody of the Seal, which shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the Seal is affixed, shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined by the directors, every other instrument to which the Seal is affixed shall be signed by one director and by the secretary or another director.”

is to be revised as:

“The directors shall procure a common Seal to be made for the Company and shall provide for the safe custody of the Seal, which shall be used only by the authority of a resolution of the directors or of a committee of the directors **and subject to as otherwise provided in these Articles**. The directors may determine whether any instrument to which the Seal is affixed, shall be signed and, if it is to be signed, who shall sign it. Unless otherwise determined by the directors, every other instrument to which the Seal is affixed shall be signed by one director and by the secretary or another director.”

53. The word “is” shall be replaced with the word “so” in original Article 135 so that it reads as follows:

“The Company may have an official seal for use for sealing certificates for shares or other securities issued by the Company as permitted by the provisions of the Companies Ordinance (and no signature of any director, officer or other person and no mechanical reproduction thereof shall be required on any such certificates or other document to which such official seal ~~is~~**so** affixed and such certificates or other document shall be valid and deemed to have been sealed and executed with the authority of the directors notwithstanding the absence of any such signature or mechanical reproduction as aforesaid) and an official seal for use abroad under the provisions of the Companies Ordinance where and as the directors shall determine.”

54. To revise the heading immediately after the original Article 137 to read as **“PROCEDURE FOR DELCARING DIVIDENDS”**
55. To add a heading entitled **“CALCULATION OF DIVIDENDS”** immediately after the original Article 140.
56. To add a heading entitled **“DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY”** immediately after the original Article 141.
57. To add a heading entitled **“POWER TO SATISFY DIVIDENDS IN SPECIE, FRACTIONAL CERTIFICATES AND CASH ADJUSTMENTS”** immediately after the original Article 142.

58. To add a heading entitled “**PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTION**” immediately after the original Article 143.
59. To add a heading entitled “**NO INTEREST ON DISTRIBUTION**” immediately after the original Article 144.
60. To add a heading entitled “**UNCLAIMED DISTRIBUTIONS**” immediately after the original Article 145.
61. To add a heading entitled “**SCRIP DIVIDENDS/NON-CASH DISTRIBUTIONS**” immediately after the original Article 146.
62. The original Article 147, which reads:

“(1) Whenever the directors or the Company have resolved that a dividend be paid or declared on the share capital of the Company, the directors may further resolve either:

- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up on the basis that the shares so allotted shall be of the same class or classes as the class or classes already held by the members entitled thereto, provided that these members will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the directors;
 - (ii) the directors, after determining the basis of allotment, shall give not less than two weeks’ notice in writing to the members 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; and
 - (iv) the board may resolve:
 - (aa) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (a) of this paragraph (1); and/or

(bb) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (a) of this paragraph (1) of this Article.

Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days notice in writing to the Company of the revocation of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until such revocation has taken effect, the board shall not be obliged to give to such shareholder notice of the right of election accorded to him or send to him any form of election;

- (v) 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 directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any reserve or fund of the Company (including any share premium account or capital redemption reserve) as the directors may determine, a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or
- (b) that members entitled to such dividend shall 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 directors may think fit. In such cases, the following provisions shall apply:
- (i) the basis of any such allotment shall be determined by the directors;
 - (ii) the directors, after determining the basis of allotment, shall give not less than two weeks’ notice in writing to the members 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 board may resolve:
 - (aa) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (b) of this paragraph (1); and/or
 - (bb) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (b) of this paragraph (1).

Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days notice in writing to the Company of the revocation of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until such revocation has taken effect, the board shall not be obliged to give to such member notice of the right of election accorded to him or send to him any form of election;

- (v) 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 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 directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any reserve or fund of the Company (including any share premium account and capital redemption reserve) as the directors may determine, a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (2) The shares allotted pursuant to the provisions of paragraph (1) 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 distributions, bonuses or rights 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 directors of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (1) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the directors shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of the Article shall rank for participation in such distribution, bonus or rights.

- (3) The directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Article with full power to the directors 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 whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The directors may authorise any person to enter on behalf of all members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.
- (4) The Company may upon the recommendation of the directors by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) 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 members to elect to receive such dividend in cash in lieu of such allotment.
- (5) The directors may on any occasion when it makes a determination pursuant to paragraph (1) of this Article, resolve that no allotment of shares or rights of election for shares to be issued pursuant to such determination shall be made available or made to any shareholders with registered addresses in any particular territory or territories or to a Depositary where the allotment of shares or the circulation of an offer of such rights of election would or might, in the opinion of the directors, be unlawful or would or might, in the opinion of the directors, be unlawful in the absence of a registration statement or other special formalities, and in such event the provision aforesaid shall be read and construed subject to such resolution and the only entitlement of shareholders in any such territory or territories shall be to receive in cash the relevant dividend resolved to be paid or declared. "Depositary" means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the directors for the purpose of these articles and shall include, where approved by the directors, the trustees (acting in their capacity as such) of any employees' share

scheme established by the Company or any other scheme or arrangements principally for the benefit of employees of the Company and/or its subsidiaries which have been approved by the directors.”

is to be revised as:

“(a~~1~~) Whenever the directors or the Company have resolved that a dividend be paid or declared on the share capital of the Company, the directors may further resolve either:

(a~~i~~) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up on the basis that the shares so allotted shall be of the same class or classes as the class or classes already held by the members entitled thereto, provided that these members will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:

(A) (~~i~~) the basis of any such allotment shall be determined by the directors;

(B) (~~ii~~) the directors, after determining the basis of allotment, shall give not less than two weeks’ notice in writing to the members 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;

(C) (~~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; and

(D) (~~iv~~) the board may resolve:

(aa) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (a~~i~~) of this paragraph (~~1a~~); and/or

(bb) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (a~~i~~) of this paragraph (~~1a~~) of this Article.

Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days’ notice in writing to the Company of the revocation

of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until such revocation has taken effect, the board shall not be obliged to give to such shareholder notice of the right of election accorded to him or send to him any form of election;

(E) ~~(v)~~ 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 directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any reserve or fund of the Company (including any share premium account **(if any)** or capital redemption reserve **(if any)**) as the directors may determine, a sum equal to the aggregate ~~nominal~~ amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

(~~bi~~) that members entitled to such dividend shall 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 directors may think fit. In such cases, the following provisions shall apply:

(A) ~~(i)~~ the basis of any such allotment shall be determined by the directors;

(B) ~~(ii)~~ the directors, after determining the basis of allotment, shall give not less than two weeks’ notice in writing to the members 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;

(C) ~~(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;

(D) ~~(iv)~~ the board may resolve:

(aa) that the right of election accorded to shareholders as aforesaid may be exercised so as to take effect on all future occasions (if any) when the board makes a determination pursuant to sub-paragraph ~~(iib)~~ of this paragraph ~~(ia)~~; and/or

(bb) that a shareholder who does not exercise the right of election accorded to him as aforesaid either in whole or in part may notify the Company that he will not exercise the right of election accorded to him in respect of all future occasions (if any) when the board makes a determination pursuant to sub-paragraph (bii) of this paragraph (a1).

Provided that a shareholder may exercise such election or give such notice in respect of all but not some of the shares held by him and may at any time give seven days' notice in writing to the Company of the revocation of such an election or such a notice which revocation shall take effect at the expiry of such seven days, and until such revocation has taken effect, the board shall not be obliged to give to such member notice of the right of election accorded to him or send to him any form of election;

(E) (v) 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 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 directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any reserve or fund of the Company (including any share premium account (if any) and capital redemption reserve (if any)) as the directors may determine, a sum equal to the aggregate ~~nominal~~ amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.

(b2) The shares allotted pursuant to the provisions of paragraph (a1) of this Article shall rank pari passu in all respects with the shares then in issue save only as regards participation:

(ai) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or

(bii) in any other distributions, bonuses or rights 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 directors of their proposal to apply the provisions of sub-paragraph (ai) or (bii) of paragraph (1a) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the directors shall specify that the shares to be allotted pursuant to the provisions of paragraph (1a) of the Article shall rank for participation in such distribution, bonus or rights.

- (c3) The directors 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 directors 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 whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The directors may authorise any person to enter on behalf of all members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.
- (d4) The Company may upon the recommendation of the directors by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1a) 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 members to elect to receive such dividend in cash in lieu of such allotment.
- (e5) The directors may on any occasion when it makes a determination pursuant to paragraph (1a) of this Article, resolve that no allotment of shares or rights of election for shares to be issued pursuant to such determination shall be made available or made to any shareholders with registered addresses in any particular territory or territories or to a Depositary where the allotment of shares or the circulation of an offer of such rights of election would or might, in the opinion of the directors, be unlawful or would or might, in the opinion of the directors, be unlawful in the absence of a registration statement or other special formalities, and in such event the provision aforesaid shall be read and construed subject to such resolution and the only entitlement of shareholders in any such territory or territories shall be to receive in cash the relevant dividend resolved to be paid or declared. “Depositary” means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the directors for the purpose of these articles and shall include, where approved by the directors, the trustees (acting in their capacity as such) of any employees’ share scheme established by the Company or any other scheme or arrangements principally for the benefit of employees of the Company and/or its subsidiaries which have been approved by the directors.”

63. The original Article 148, which reads:

“(1) The directors may with the authority of an ordinary resolution of the Company:

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account or capital redemption reserve);
- (b) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall so long as such shares remain partly paid rank for dividend only to the extent that the latter shares rank for dividend;
- (d) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrue to the Company rather than to the members concerned);
- (e) authorise any person to enter on behalf of all the members concerned in to an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members; and
- (f) generally do all acts and things required to give effect to such resolution as aforesaid.”

is to be revised as:

“(a1) The directors may ~~with the authority of an ordinary resolution of the Company:~~

- (i) ~~(a)~~ subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account **(if any)** or capital redemption reserve **(if any)**);
- (ii) ~~(b)~~ **(subject to the provisions of the Companies Ordinance) with the authority of an ordinary resolution of the Company**, appropriate the sum resolved to be capitalised to the members in proportion to the ~~nominal amounts~~ **number** of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full ~~unissued~~ shares or debentures of the Company ~~of a nominal amount equal to that sum~~, and allot the shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account **(if any)**, the capital redemption reserve **(if any)**, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up ~~unissued~~ shares to be allotted to members credited as fully paid;
- (iii) ~~(c)~~ resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall so long as such shares remain partly paid rank for dividend only to the extent that the latter shares rank for dividend;
- (iv) ~~(d)~~ make such provision by the issue of fractional certificates **(or by disregarding the fractions or by rounding up or down)** or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrue to the Company rather than to the members concerned);
- (v) ~~(e)~~ authorise any person to enter on behalf of all the members concerned in to an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members; and
- (vi) ~~(f)~~ generally do all acts and things required to give effect to such resolution as aforesaid.”

64. The words “relevant financial documents” in the original Article 154 shall be replaced with the words “reporting documents” so that it reads as follows:

“Subject to paragraph (a) of Article ~~162+60~~, the Company may, after it has made adequate arrangements to ascertain the preference of its members, holders of its debentures and all other persons entitled to receive notices of general meetings of the Company and in accordance with applicable laws and regulations, deliver or send to each of the aforesaid persons a copy of either (i) the **reporting documents** ~~relevant financial documents~~ or (ii) the summary financial report at least 21 days before the date of the general meeting, provided that this Article shall not require a copy of those documents to be sent to any member or holder of debentures of the Company or other person entitled to receive notices of general meetings of the Company of whose address the Company is not aware nor to more than one of the joint holders of any shares or debentures nor in other circumstances permitted by applicable laws and regulations.”

65. The original Article 155, which reads:

“Auditors shall be appointed and their duties regulated in accordance with the Companies Ordinance.”

is to be revised as:

“Auditors shall be appointed **and removed** and their duties regulated in accordance with the Companies Ordinance.”

66. The original heading “SUBSCRIPTION RIGHTS RESERVE” and original Article 158 shall be deleted in its entirety.

67. The word “Articles” shall be replaced with the word “articles” in the original Article 160(b) so that it reads as follows:

“(b) Any requirement in the Listing Rules and/or these ~~A~~articles that a corporate communication, notice or other document must be in writing or in printed form may be satisfied by such corporate communication, notice or other document being in electronic format in compliance with this Article ~~162+60~~.”

68. The original Article 162, which reads:

“Any notice to be given to or by any person pursuant to these articles shall be in writing, except that a notice calling a meeting of the directors need not be in writing.”

is to be revised as:

“Any notice (**including the corporate communication**) to be given to or ~~by any issued by or on behalf of the Company to any entitled~~ person pursuant to these articles **or the Ordinance, the Listing Rules and other applicable laws, rules and regulations** shall be in writing, except that a notice calling a meeting of the directors need not be in writing.”

69. The original Article 163, which reads:

“Subject to Articles 154 and 160, the Company may give any notice to a member either personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address or by leaving it at that address or by publishing such notice in one English language and one Chinese language newspaper. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member shall be entitled to have notices served on him at any address within Hong Kong or elsewhere. Any member whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address shall be deemed to have received any notice which shall have been displayed at the Office and shall have remained there for the period of twenty-four hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed.”

is to be revised as:

~~“Subject to Articles 154 and 160~~**Subject to and to the extent not prohibited by law and in accordance with the Ordinance, the Listing Rules and other applicable laws, rules and regulations,** the Company may give any notice to any member or other entitled person:

- (a) either personally;
- (b) ~~or~~ by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address **as appearing in the register (or in the case of any other entitled person, to such address as he may provide to the Company for that purpose);**
- (c) **by delivering** or ~~by leaving it at that~~**such address as aforesaid;**
- (d) ~~or~~ by publishing such notice in one English language and one Chinese language newspaper;
- (e) **by sending it in accordance with applicable legislation and the Listing Rules as an electronic communication to the member or the entitled person at his electronic address as he may provide to the Company;**
- (f) **by publishing it in accordance with applicable legislation and the Listing Rules on the Company’s computer network (including the Company’s website);**
- (g) **subject to the applicable legislation and the Listing Rule, by any other means authorised in writing by the member or the entitled person concerned; or**

(h) by any means permitted by applicable legislation and the Listing Rules.

In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member shall be entitled to have notices served on him at any address within Hong Kong or elsewhere. Any member whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address shall be deemed to have received any notice which shall have been displayed at the Office and shall have remained there for the period of twenty-four hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed.”

70. The original Article 164, which reads:

“A notice sent by post shall be deemed to have been given on the day following that on which the envelope or wrapper containing the notice was posted. Proof that the envelope or wrapper was properly addressed, prepaid and posted (by airmail if appropriate) shall be conclusive evidence that notice was given. A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears.”

is to be revised as:

~~“A notice~~**Any notice or document or corporate communication given or issued by or on behalf of the Company:**

- (a) if sent by post, shall be deemed to have been served, received or delivered** ~~given~~ **on the second business day (as defined in Part 18 of the Companies Ordinance)** following that on which the envelope or wrapper containing the ~~notice~~**same was posted** ~~is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly prepaid (and in the case of an address outside Hong Kong where airmail service can be extended thereto airmail postage prepaid), addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice was so addressed, prepaid and put into such post office shall be conclusive evidence thereof;~~
- (b) if not sent by post but left by the Company at the registered address of a member or at the address (other than an address for the purposes of electronic communications) notified to the Company in accordance with these Articles by an entitled person not being a member, shall be deemed to have been served, received or delivered on the day it was so left;**

- (c) if published by advertisement in newspapers in accordance with Article 165, shall be deemed to have been served, received or delivered on the day on which the notice or document is first published in newspapers;
- (d) if sent as an electronic communication, shall be deemed to have been served, received or delivered 24 hours after it had been so sent, or if later at the time as prescribed by the Companies Ordinance and other applicable laws, rules and regulations;
- (e) if published on the Company's computer network (including the Company's website), shall be deemed to have been served, received or delivered 24 hours after the later of (a) where it is so published, (b) notification of such publication is given by the Company at the time as prescribed by the Ordinance and other applicable laws, rules and regulations; and
- (f) if served, sent or delivered by any other means authorised in writing by the member or the entitled person concerned, shall be deemed to have been served, received or delivered in accordance with the terms of such authorisation, or if such terms of authorisation do not specify the terms of deemed service, receipt or delivery, shall be deemed to have been served, received or delivered 48 hours after the Company has carried out the action it has been authorised to take for that purpose.

For the purposes of calculating the period of 24 hours or, as the case may be, 48 hours mentioned in this Article, any part of a day which is not a business day (as defined in Part 18 of the Companies Ordinance) is to be disregarded. ~~Proof that the envelope or wrapper was properly addressed, prepaid and posted (by airmail if appropriate) shall be conclusive evidence that notice was given. A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears.~~

71. The original Article 166, which reads:

“A notice may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it in any manner authorised by these articles for the giving of notice to a member addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address, if any, within Hong Kong supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.”

is to be revised as

“A notice **or document** may be given, **delivered or sent** by the Company to the person entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it in any manner authorised by these articles for the giving of notice to a

member addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or by any like description, at the address, if any, within Hong Kong supplied for that purpose by the person claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.”

72. The following new Article is to be inserted immediately following the original Article 167 and is to be numbered as Article 170:

“The directors may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of communications by electronic means, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such communication. A notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the directors.”

73. The original Article 168, which reads:

“(1) The Company may destroy:

- (a) any instrument of transfer, after six years from the date on which it is registered;
 - (b) any dividend mandate or notification of change of name or address, after two years from the date on which it is recorded;
 - (c) any share certificate, after one year from the date on which it is cancelled; and
 - (d) any other document on the basis of which an entry in the register of members is made, after six years from the date on which it is made.
- (2) Any document referred to in paragraph (1) of this Article may be destroyed earlier than the relevant date unauthorised by that paragraph, provided that a permanent record of the document is made which is not destroyed before that date.
- (3) It shall be conclusively presumed in favour of the Company that every entry in the register of members purporting to have been made on the basis of a document destroyed in accordance with this Article was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was duly cancelled, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that:
- (a) this Article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;

- (b) nothing in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document otherwise than in accordance with this Article which would not attach to the Company in the absence of this Article; and
- (c) references in this Article to the destruction of any document include references to the disposal of it in any manner.”

is to be revised as:

“(a~~1~~) The Company may destroy:

- (i) ~~(a)~~ any instrument of transfer, after six years from the date on which it is registered;
 - (ii) ~~(b)~~ any dividend mandate or notification of change of name or address, after two years from the date on which it is recorded;
 - (iii) ~~(c)~~ any share certificate, after one year from the date on which it is cancelled; and
 - (iv) ~~(d)~~ any other document on the basis of which an entry in the register of members is made, after ~~six~~ **ten** years from the date on which it is made.
- (b~~2~~) Any document referred to in paragraph ~~(1a)~~ of this Article may be destroyed earlier than the relevant date unauthorised by that paragraph, provided that a permanent record of the document is made which is not destroyed before that date.
- (c~~3~~) It shall be conclusively presumed in favour of the Company that every entry in the register of members purporting to have been made on the basis of a document destroyed in accordance with this Article was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was duly cancelled, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that:
- (i) ~~(a)~~ this Article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;
 - (ii) ~~(b)~~ nothing in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document otherwise than in accordance with this Article which would not attach to the Company in the absence of this Article; and
 - (iii) ~~(c)~~ references in this Article to the destruction of any document include references to the disposal of it in any manner.”

74. To include the words “or by an order under section 740 of the Companies Ordinance” towards the end of the original Article 169 so that it reads as follows:

“No member (not being a director) shall have any right to require information in respect of the Company’s trading and other activities or any matter which is or may be in the nature of confidential information or a trade secret or secret process relating to the conduct of the business of the Company, except as conferred by law or authorised by the directors or by the Company in general meeting **or by an order under section 740 of the Companies Ordinance.**”

75. The original Article 173, which reads:

“Subject to the provisions of the Companies Ordinance, but without prejudice to any indemnity to which a director may otherwise be entitled every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgment is given in his favour or in which he is acquitted, or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission.”

is to be revised as:

“(a) Subject to the provisions of the Companies Ordinance, but without prejudice to any indemnity to which a director may otherwise be entitled every director, **former director, responsible person,** ~~or other~~ officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a **director, former director, responsible person,** officer or auditor of the Company. ~~and in which judgment is given in his favour or in which he is acquitted, or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission.~~

(b) Paragraph (a) shall not apply to:

(i) **any liability of the director, former director, responsible person, officer or auditor to pay:**

(A) **a fine imposed in criminal proceedings; or**

(B) **a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or**

- (ii) any liability incurred by the director, former director, responsible person, officer or auditor:

 - (A) in defending criminal proceedings in which the director, former director, responsible person, officer or auditor is convicted;
 - (B) in defending civil proceedings brought by the Company, or an associated company of the Company, in which judgment is given against the director, former director, responsible person, officer or auditor;
 - (C) in defending civil proceedings brought on behalf of the Company by a member of the Company or of an associated company of the Company, in which judgment is given against the director, former director, responsible person, officer or auditor;
 - (D) in defending civil proceedings brought on behalf of an associated company of the Company by a member of the associated company or by a member of an associated company of the associated company, in which judgment is given against the director, former director, responsible person, officer or auditor; or
 - (E) in connection with an application for relief under section 903 or 904 of the Companies Ordinance in which the Court refuses to grant the director, former director, responsible person, officer or auditor relief.
- (c) A reference in paragraph (b)(ii) to a conviction, judgment or refusal of relief is a reference to a final decision in the proceedings.
- (d) For the purposes of paragraph (c), a conviction, judgment or refusal of relief:

 - (i) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (ii) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
- (e) For the purposes of paragraph (d)(ii), an appeal is disposed of if:

 - (i) it is determined, and the period for bringing any further appeal has ended; or
 - (ii) it is abandoned or otherwise ceases to have effect.”

76. To add a heading entitled “**INSURANCE**” immediately after the original Article 173.

77. The original Article 174, which reads:

“Subject to the provisions of the Companies Ordinance, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director, manager, secretary and officer of the Company and the auditors for the purpose of indemnifying such persons and keeping them indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company and any liability which may be 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.”

is to be revised as:

“Subject to the provisions of the Companies Ordinance, the directors may exercise all the powers of the Company to purchase and maintain insurance, **at the expense of the Company**, for the benefit of a person who is a director, alternate director, manager, secretary and **responsible person** of the Company **or of an associated company of the Company** and the auditors for the purpose of indemnifying such persons and keeping them indemnified against liability for negligence, default, breach of duty or breach of trust (**except for fraud**) or other liability which may lawfully be insured against by the Company **or associated company (as the case may be)** and any liability which may be 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~~ **an associated company (as the case may be).**”

78. The original Article 176, which reads:

“(1) The Company shall be entitled to sell in such manner as the directors think fit any share held by a member, or any share to which a person is entitled by transmission, if:

- (a) all cheques or warrants, being not less than 3 in total number, in respect of the shares in question 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 shareholder who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law;
- (c) the Company has caused an advertisement in English in one English language newspaper and in Chinese in one Chinese language daily newspaper (provided that the aforesaid daily newspapers shall be included in the list of newspapers issued and published in the Hong Kong Government Gazette for the purpose of

section 71A of the Companies Ordinance) and by notice to the Stock Exchange (if shares of the class concerned are listed on that exchange) gives notice of its intention to sell such shares;

- (d) the Company has not during the further period of 3 months after the date of the advertisement and prior to the sale of the shares received any communication from the member or person concerned.

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

The manner, timing and terms of any sale of shares pursuant to this Article (including, but not limited to, the price or prices at which the same is made) shall be such as the directors determine, based upon advice from such bankers, brokers or other persons consulted by them for the purpose as the directors consider appropriate, to be reasonably practicable having regard to all the circumstances, including the number of shares to be disposed of and the requirement that the disposal be made without delay, and the directors shall not be liable to any person for any of the consequences of reliance on such advice.

- (2) To give effect to the sale of any share pursuant to this Article the Company may appoint any person to execute an instrument of transfer of the share, and the instrument shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to, the share. The person so appointed shall not be bound to see to the application of the proceeds of sale, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Company shall be indebted to the member or other person entitled to the share for an amount equal to the net proceeds of the sale, but no trust or duty to account shall arise and no interest shall be payable in respect of the proceeds of sale. Any sale under this Article shall include any additional shares which during the relevant period or during any period ending on the date when all the requirements of sub-paragraphs (a) to (d) of this Article have been satisfied have been issued in respect of those held at the beginning of such relevant period and shall be valid and effective notwithstanding that the member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.”

is to be revised as:

“(a) The Company shall be entitled to sell in such manner as the directors think fit any share held by a member, or any share to which a person is entitled by transmission, if:

- (i) ~~(a)~~ all cheques or warrants, being not less than 3 in total number, in respect of the shares in question sent during the relevant period in the manner authorised by the articles of the Company have remained uncashed or unclaimed;

- (ii) ~~(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 shareholder who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law;
- (iii) ~~(c)~~ the Company has caused an advertisement in English in one English language newspaper and in Chinese in one Chinese language daily newspaper ~~(provided that the aforesaid daily newspapers shall be included in the list of newspapers issued and published in the Hong Kong Government Gazette for the purpose of section 71A of the Companies Ordinance)~~ and by notice to the Stock Exchange (if shares of the class concerned are listed on that exchange) gives notice of its intention to sell such shares;
- (iv) ~~(d)~~ the Company has not during the further period of 3 months after the date of the advertisement and prior to the sale of the shares received any communication from the member or person concerned.

For the purpose of the foregoing, “relevant period” means the period commencing twelve years before the date of publication of the advertisement referred to in paragraph ~~(eiii)~~ of this Article and ending at the expiry of the period referred to in that paragraph.

The manner, timing and terms of any sale of shares pursuant to this Article (including, but not limited to, the price or prices at which the same is made) shall be such as the directors determine, based upon advice from such bankers, brokers or other persons consulted by them for the purpose as the directors consider appropriate, to be reasonably practicable having regard to all the circumstances, including the number of shares to be disposed of and the requirement that the disposal be made without delay, and the directors shall not be liable to any person for any of the consequences of reliance on such advice.

- ~~(b2)~~ To give effect to the sale of any share pursuant to this Article the Company may appoint any person to execute an instrument of transfer of the share, and the instrument shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to, the share. The purchaser shall not be bound to see to the application of the proceeds of sale, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings relating to the sale. The Company shall be indebted to the member or other person entitled to the share for an amount equal to the net proceeds of the sale, but no trust or duty to account shall arise and no interest shall be payable in respect of the proceeds of sale. Any sale under this Article shall include any additional shares which during the relevant period or during any period ending on the date when all the requirements of sub-paragraphs ~~(ai)~~ to ~~(div)~~ of this Article have been satisfied have been issued in respect of those held at the beginning of such relevant period and shall be valid and effective notwithstanding that the member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.”

79. The following new heading and Article is to be inserted immediately following the original Article 177 and is to be numbered as Article 181:

“CONFLICTS WITH COMPANIES ORDINANCE

181. (a) Notwithstanding anything contained in these Articles, if the Companies Ordinance prohibits an act being done, the act shall not be done.

(b) Nothing contained in these Articles prevents an act being done that the Companies Ordinance requires to be done.

(c) If any provision of these Articles is or becomes inconsistent with any provision of the Companies Ordinance, these Articles are deemed not to contain that provision to the extent of the inconsistency and to the extent it does not breach any provision of the Companies Ordinance.”

80. Reference regarding information of the subscriber’s shares shall be removed in its entirety.

81. Corresponding changes shall be made to the numbering of the original provisions of the Articles of Association.

NOTICE OF ANNUAL GENERAL MEETING



大新銀行集團有限公司
DAH SING BANKING GROUP LIMITED

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

The holding company of Dah Sing Bank, Limited

(Stock code: 2356)

NOTICE IS HEREBY GIVEN that an annual general meeting of Dah Sing Banking Group Limited (the “Company”) will be held at 20th Floor, Island Place Tower, 510 King’s Road, North Point, Hong Kong on Tuesday, 27 May 2014 at 3:30 p.m. for the following purposes:

As ordinary businesses:

1. To receive and adopt the audited financial statements together with the Report of the Directors and Independent Auditor’s Report for the year ended 31 December 2013.
2. To declare a final dividend for the year ended 31 December 2013.
3. To re-elect Directors
 - (a) Mr. Hon-Hing Wong
 - (b) Mr. Yuen-Tin Ng
 - (c) Mr. Shoji Hirai
 - (d) Mr. Robert Tsai-To Sze
 - (e) Mr. Andrew Kwan-Yuen Leung
4. To fix the fees of the Directors for the year ended 31 December 2013.
5. To appoint PricewaterhouseCoopers as Auditors of the Company and to authorize the Directors to fix their remuneration.

NOTICE OF ANNUAL GENERAL MEETING

As special businesses:

As special businesses, to consider and, if thought fit, pass with or without modifications the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

6. **“THAT:–**

- (a) subject to the following provisions of this resolution and pursuant to section 141 of the Companies Ordinance, the exercise by the Directors of the Company during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares in the capital of the Company (“Shares”) and to make or grant offers, agreements and options which might require the exercise of such power be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) of this resolution shall authorize the Directors of the Company during the Relevant Period to make or grant offers, agreements and options, which might require the exercise of such power after the end of the Relevant Period;
- (c) the total number of Shares allotted, issued and dealt with or agreed conditionally or unconditionally to be allotted, issued and dealt with (whether pursuant to an option or otherwise) by the Directors of the Company pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined); or (ii) the exercise of options under any share option scheme or similar arrangement adopted by the Company for the grant or issue to the employees and directors of the Company and/or any of its subsidiaries and/or other eligible participants specified thereunder of options to subscribe for or rights to acquire shares of the Company; or (iii) an issue of shares upon the exercise of the subscription rights attaching to any warrants which may be issued by the Company; or (iv) an issue of shares of the Company as scrip dividend or similar arrangement in accordance with the articles of association of the Company; or (v) pursuant to any existing specific authority, shall not exceed 20% of the total number of shares of the Company in issue as at the date of the passing of this resolution and the said approval shall be limited accordingly; and

- (d) for the purpose of this resolution:

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance to be held; and

NOTICE OF ANNUAL GENERAL MEETING

- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.

“Rights Issue” means an offer of shares open for a period fixed by the Directors of the Company to the holders of shares on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognized regulatory body or any stock exchange in any territory outside Hong Kong).”

7. **“THAT:–**

- (a) subject to and conditional upon the passing of an ordinary resolution approving the adoption of the new share option scheme of the Company (“New Share Option Scheme”) by the shareholders of Dah Sing Financial Holdings Limited (“DSFH”) and the Listing Committee of the Stock Exchange granting approval of the listing of, and permission to deal in, the Shares (not exceeding 5 per cent of the total number of shares of the Company in issue as at the date of the passing of this resolution) which may fall to be allotted and issued upon the exercise of the options to be granted under the New Share Option Scheme, the rules of which are contained in the document marked “A” produced to the meeting and signed by the chairman of the meeting for identification purpose, the New Share Option Scheme be and is hereby approved and adopted and the Directors be and are hereby authorized to grant options over Shares pursuant to the New Share Option Scheme, and allot, issue and deal with the Shares pursuant to the exercise of any option granted thereunder and to take all such steps as they may consider necessary or expedient to implement the New Share Option Scheme; and
- (b) subject to and conditional upon the passing of an ordinary resolution by the shareholders of DSFH approving the termination of the existing share option scheme of the Company adopted on 12 June 2004 (“Existing Share Option Scheme”), the termination of the Existing Share Option Scheme be and is hereby approved.”

8. **“THAT:–**

- (a) subject to the Companies Ordinance (Chapter 622 of the laws of Hong Kong), the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the terms and conditions of the New Share Option Scheme, a mandate be and is hereby unconditionally given to the Directors to exercise all the powers of the Company during the Relevant Period (as hereinafter defined) to grant options under the New Share Option Scheme and to allot and issue shares of the Company pursuant to the exercise of share options which are granted under the New Share Option Scheme (the “Issue Mandate”), and after the Relevant Period, to allot and issue shares of the Company pursuant to the exercise of share options granted under the Issue Mandate during the Relevant Period; and

NOTICE OF ANNUAL GENERAL MEETING

(b) for the purpose of this resolution:

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by Companies Ordinance to be held; and
- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders in general meeting.”

9. As a special business, to consider and, if thought fit, pass with or without modifications the following resolution as a special resolution of the Company:

SPECIAL RESOLUTION

“**THAT:**

the articles of association of the Company in the form of the document marked “B” produced to this meeting and, for the purpose of identification, signed by the Chairman of this meeting, which restates the articles of association of the Company to reflect all of the proposed amendments (including the abolition of the memorandum of association and the removal of the objects clause) referred to in Appendix C of the circular of the Company dated 23 April 2014, be and are hereby approved and adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing memorandum and articles of association of the Company with effect from the end of this meeting.”

By Order of the Board
Dah Sing Banking Group Limited
Doris Wai Nar Wong
Company Secretary

Hong Kong, 23 April 2014

Notes:

- (a) A member entitled to attend and vote at the AGM is entitled to appoint one or, under particular case, more proxies to attend and vote on his behalf. A proxy needs not be a member of the Company.
- (b) Where there are joint registered holders of any share, any one of such persons may vote at the AGM, either personally or by proxy, in respect of such shares as if he were solely entitled thereto, but if more than one of such joint holders is present at the AGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company shall, in respect of such share, be entitled alone to vote in respect thereof.
- (c) A form of proxy for use at the AGM is enclosed.

NOTICE OF ANNUAL GENERAL MEETING

- (d) In order to be valid, the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed must be lodged at the Company's share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for holding of the AGM (or the adjourned meeting as the case may be).
- (e) Completion and return of the form of proxy will not preclude a member from attending and voting in person at the AGM or any adjourned meeting, if he so wishes. If such member attends and votes at the AGM, his form of proxy is to be regarded as revoked.
- (f) Details of all the Directors to be re-elected or elected (as the case may be) at the AGM are set out in the Appendix A to this circular; a summary of the principal terms of the New Share Option Scheme for approval at the AGM are set out in Appendix B to this circular; and brief particulars of the proposed amendments to the Articles of Association are set out in Appendix C to this circular. All appendices form part of this notice.
- (g) The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.
- (h) If Typhoon Signal no. 8 or above, or a "black" rainstorm warning is expected to be hoisted any time after 12 noon on the AGM date, the AGM will be postponed. The Company will publish an announcement on the websites of the Stock Exchange (www.hkexnews.hk) and Dah Sing Bank (www.dahsing.com) to notify members of the date, time and place of the rescheduled meeting.