

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers.

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

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Comba
COMBA TELECOM SYSTEMS HOLDINGS LIMITED
京信通信系統控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Hong Kong Stock Code: 2342)
(Singapore Stock Code: STC)

- (1) PROPOSED GRANT OF GENERAL MANDATES TO ISSUE AND
REPURCHASE SHARES;**
(2) PROPOSED RE-ELECTION OF DIRECTORS;
(3) PROPOSED DECLARATION OF FINAL DIVIDEND;
**(4) PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION AND
THE ADOPTION OF THE NEW MEMORANDUM AND
ARTICLES OF ASSOCIATION;**
**(5) PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME AND
TERMINATION OF THE EXISTING SHARE OPTION SCHEME;**
**(6) PROPOSED ADOPTION OF THE NEW SHARE AWARD SCHEME AND
TERMINATION OF THE EXISTING SHARE AWARD SCHEME;**
AND
(7) NOTICE OF ANNUAL GENERAL MEETING

A notice convening the annual general meeting (the “AGM”) of the Company to be held at Unit 611, Building 8W, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong on Monday, 22 May 2023 at 11:00 a.m. (Hong Kong time) is set out on pages 132 to 139 of this circular. A proxy form for use at the AGM is enclosed with this circular. Such proxy form is also published on the website of Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk, the website of The Singapore Exchange Securities Trading Limited at www.sgx.com/securities/company-announcements and the website of the Company at www.comba-telecom.com.

Whether or not you are able to attend the AGM, you are requested to complete the accompanying proxy form, in accordance with the instructions printed thereon and deposit the same at the Company’s Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at 17M/F, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong (for Hong Kong shareholders of the Company), or to the Company’s Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 or by email to shareregistry@incorp.asia (for Singapore shareholders of the Company), as soon as possible and in any event no later than Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time) or not less than 48 hours before the time appointed for holding of any adjourned meeting. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so wish and in such event, the proxy shall be deemed to be revoked.

This circular is in English and Chinese. In case of any inconsistency, the English version shall prevail.

26 April 2023

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DEFINITIONS

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

“Account”	the securities account opened in the name of the Company to be operated solely for the purpose of operating the New Share Award Scheme and the funds thereof to be held on trust by the Company for the Selected Participants
“Administration Committee”	the remuneration committee of the Company and senior management of the Company which shall include chairman of the Board, president of the Group and group chief financial officer, delegated with the power and authority by the Board to administer the New Share Award Scheme
“Adoption Date”	in respect of the New Share Award Scheme and New Share Option Scheme, the date on which they are adopted by resolutions of the Shareholders
“AGM”	the annual general meeting of the Company to be convened and held on Monday, 22 May 2023 at 11:00 a.m. (Hong Kong time) (or any adjournment thereof)
“Articles”	the current amended and restated articles of association of the Company
“associated company”	in relation to a company, any body corporate or other entity whose results are recorded in that company’s financial statements using the equity method of accounting
“associate(s)”	has the meaning ascribed to it under the Hong Kong Listing Rules
“Auditors”	the auditors for the time being of the Company
“Award”	an award of Awarded Shares (together with any Related Income) by the Board to a Selected Participant pursuant to paragraph 5.1 of Appendix V to this circular
“Awarded Amount”	in respect of a Selected Participant, the closing price of the Shares as quoted on the Hong Kong Stock Exchange as at the date of grant of the New Share Award Scheme, or as at any other date before the Trustee purchases Awarded Existing Shares on the secondary market as instructed by the Board, multiplied by the number of the Awarded Shares comprised in the Award

DEFINITIONS

“Awarded Existing Shares”	in respect of a Selected Participant, such number of Shares determined by the Board and either purchased by the Administration Committee or the Trustee on the secondary market
“Awarded New Shares”	in respect of a Selected Participant, such number of Shares determined by the Board and issued by the Company out of its available Scheme Mandate Limit
“Awarded Shares”	collectively, the Awarded Existing Shares and the Awarded New Shares
“Benefits”	has the meaning ascribed to it under paragraph 5.4(C) of Appendix V to this circular
“Board”	the board of Directors
“business day(s)”	any day (excluding a Saturday, Sunday and public holiday) on which the Hong Kong Stock Exchange is open for the business of dealing in securities
“CDP”	The Central Depository (Pte) Limited
“close associate(s)”	has the meaning ascribed to it under the Hong Kong Listing Rules
“Companies Act”	the Companies Act (as revised) of the Cayman Islands
“Company”	Comba Telecom Systems Holdings Limited (京信通信系統控股有限公司), a company incorporated under the laws of the Cayman Islands with limited liability and the issued Shares of which are primary listed on the main board of the Hong Kong Stock Exchange and secondary listed on the main board of the SGX-ST
“connected person(s)”	has the meaning ascribed to it under the Hong Kong Listing Rules
“Controlling Shareholder(s)”	has the meaning ascribed to it under the Hong Kong Listing Rules
“core connected person”	has the meaning ascribed to it under the Hong Kong Listing Rules
“Director(s)”	the directors of the Company

DEFINITIONS

“Eligible Participant(s)”	any director or employee (whether full time or part-time, but explicitly excludes any former employee) of the Group, who is eligible to be granted Option(s) under the New Share Option Scheme or Award(s) under the New Share Award Scheme, as the case may be (and including persons who are granted Option(s) under the New Share Option Scheme and/or Award(s) under the New Share Award Scheme (as the case may be) as an inducement to enter into employment contracts with these companies)
“Excluded Person”	any Selected Participant who is resident in a place where the award of the Awarded Shares and/or the vesting and transfer of the Awarded Shares pursuant to the terms of the New Share Award Scheme is not permitted under the laws and regulations of such place or where in the view of the Board or the Administration Committee or the Trustee (as the case may be), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such Selected Participant
“Existing Share Award Scheme”	the share award scheme adopted by the Company on 25 March 2011 as renewed on 25 March 2021
“Existing Share Option Scheme”	the share option scheme adopted by the Company on 3 June 2013
“FRC”	the Financial Reporting Council of Hong Kong
“Further Shares”	such Shares purchased by the Administration Committee or the Trustee at the absolute discretion and direction of the Board out of cash income or net proceeds of sale of non-cash and non-scrip distributions declared and distributed by the Company in respect of Awarded Shares held by the Administration Committee or upon the Trust
“Grant Letter”	has the meaning ascribed to it under paragraph 5.3(A) of Appendix V to this circular
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange, as may be amended from time to time
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Inside Information”	has the meaning ascribed to it under the SFO
“Issue Mandate”	the general mandate proposed to be granted to the Directors at the AGM to allot, issue, or deal with new Shares not exceeding 20% of the number of issued Shares as at the date of granting of the aforesaid mandate
“Latest Practicable Date”	Wednesday, 19 April 2023, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
“Listing Manual”	the listing manual of the SGX-ST, as may be amended from time to time
“Memorandum and Articles of Association”	the current amended and restated memorandum and articles of association of the Company
“Model Code”	the Mode Code for Securities Transactions by Directors of Listed Issuers contained in Appendix 10 of the Hong Kong Listing Rules
“New Memorandum and Articles of Association”	the new amended and restated memorandum and articles of association as set out in Appendix III to this circular proposed to be approved and adopted by the Shareholders at the AGM
“New Scheme Mandate Limit”	has the meaning ascribed to it under paragraph 6 of Appendix IV and paragraph 7(B) of Appendix V to this circular
“New Share Award”	an award of Awarded New Shares by the Board to a Selected Participant
“New Share Award Scheme”	the share award scheme proposed to be approved and adopted at the AGM, a summary of which is set out in Appendix V to this circular

DEFINITIONS

“New Share Option Scheme”	the share option scheme proposed to be approved and adopted at the AGM, a summary of which is set out in Appendix IV to this circular
“Option(s)”	an option granted under the New Share Option Scheme which is entitled to subscribe for Share(s) in accordance with the New Share Option Scheme
“Option Holder(s)”	the holder for the time being of an outstanding Option
“Option Period”	in respect of any Option, the period during which such Option can be exercised subject to the terms of the New Share Option Scheme, being the period commencing on such date on or after the date of grant of the New Share Option Scheme as the Board may determine when granting the Option and expiring at the close of business on such date as the Board may determine when granting the Option but in any event not exceeding ten (10) years from the date of grant of the New Share Option Scheme
“Option Price”	<p>the price per Share payable on the exercise of an Option as determined by the Board provided always that it shall be at least the higher of:</p> <ul style="list-style-type: none">(i) the closing price of the Shares as stated in the Hong Kong Stock Exchange’s daily quotations sheet on the date of grant of the New Share Option Scheme, which must be a business day; and(ii) the average closing price of the Shares as stated in the Hong Kong Stock Exchange’s daily quotations sheets for the five (5) business days immediately preceding the date of grant of the New Share Option Scheme, <p>subject to any subsequent adjustments pursuant to the rules of the New Share Option Scheme provided that the Option Price per Share shall in no event be less than the nominal amount of each Share</p>
“Partial Lapse”	shall have the meaning as set out in paragraph 5.4(F) of Appendix V to this circular
“PRC”	The People’s Republic of China

DEFINITIONS

“Proposed Amendments”	the proposed amendments to the Memorandum and Articles of Association as set out in Appendix III to this circular
“Reference Amount”	shall have the meaning as set out in paragraph 5.3(B) of Appendix V to this circular
“Reference Date”	the date of final approval by the Board of the total number of Shares to be awarded to the Selected Participants in a single occasion pursuant to the New Share Award Scheme or the date of an Award by the Administration Committee or the Trustee pursuant to the Trust Deed
“Related Income”	all income derived from an Awarded Share held by the Administration Committee or upon the Trust (including but not limited to, any cash dividend, the Further Shares, and any bonus Shares and scrip Shares received in respect of the Awarded Share)
“Relevant Event”	any variation in the issued share capital of the Company which arises or may arise following the Adoption Date from any issue of shares in or other securities of the Company by way of capitalization of profits or reserves or by way of rights under an offer made pro rata to Shareholders (but shall not include the issue of securities as consideration in any transaction whatsoever) or from any sub-division or consolidation of shares in the capital of the Company or reduction of the share capital of the Company
“Repurchase Mandate”	the general mandate proposed to be granted to the Directors at the AGM to repurchase not exceeding 10% of the number of issued Shares as at the date of granting of the aforesaid mandate
“Residual Cash”	being cash remaining in the Account or the trust fund set up by the Trustee in respect of an Awarded Share (including interest income derived from deposits maintained with licensed banks in Hong Kong, cash income and sale proceeds which have not been applied in the acquisition of Further Shares)

DEFINITIONS

“Returned Shares”	such Awarded Shares and Related Income which are not vested and/or forfeited in accordance with the terms of the New Share Award Scheme (whether as a result of a Total Lapse or a Partial Lapse or otherwise) or such Shares being deemed to be Returned Shares
“Scheme Mandate Limit”	has the meaning ascribed to it under paragraph 6 of Appendix IV and paragraph 7(A) of Appendix V to this circular
“Securities Accounts”	securities accounts maintained by Depositors with CDP, but not including securities accounts maintained with a Depository Agent
“Selected Participant(s)”	Eligible Participant(s) selected by the Board in accordance with the terms of the New Share Award Scheme
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“SGX-ST”	Singapore Exchange Securities Trading Limited
“Share(s)”	ordinary share(s) of par value of HK\$0.10 each in the share capital of the Company or, if there has been a sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary equity share capital of the Company or such nominal amount as shall result from any such sub-division, reduction, consolidation, reclassification or reconstruction
“share schemes”	has the meaning ascribed to it under Chapter 17 of the Hong Kong Listing Rules
“Shareholder(s)”	the registered holder(s) for the time being of Shares. Where the registered holder is the CDP, the term “Shareholders” shall, in relation to such Shares and where the context admits, refer to the persons named as Depositors in the Depository Register maintained by CDP whose Securities Accounts are credited with those Shares
“Singapore Listing Rules”	the listing rules of the SGX-ST as set out in the Listing Manual

DEFINITIONS

“Subscription Price”	in relation to an Option, an amount equal to the Option Price multiplied by the relevant number of Shares in respect of which such Option is exercised
“Substantial Shareholder(s)”	has the meaning ascribed to it under the Hong Kong Listing Rules
“Takeovers Code”	The Codes on Takeovers and Mergers and Share Buy-backs
“Total Lapse”	shall have the meaning as set out in paragraph 5.4(E) of Appendix V to this circular
“Trust”	the trust constituted by the Trust Deed
“Trust Deed”	a trust deed as may be entered into between the Company and the Trustee (as restated, supplemental and amended from time to time)
“Trust Period”	has the meaning ascribed to such term in the Trust Deed
“Trustee”	the trustee corporation(s) as may be appointed by the Company for the administration of the New Share Award Scheme, and any additional or replacement trustee, being the trustee or trustees for the time being of the trusts declared in the Trust Deed
“Vesting Date”	shall have the meaning as set out in paragraph 5.4(A) of Appendix V to this circular
“1% individual limit”	has the meaning ascribed to it under paragraph 6 of Appendix IV and paragraph 7(E) of Appendix V to this circular
“%”	per cent.

The expressions “Depositor(s)”, “Depository Register” and “Depository Agent” shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Any reference in this circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Hong Kong Listing Rules, the SFO, the Singapore Listing Rules and the Securities and Futures Act 2001 of Singapore, or any modification thereof and used in this circular shall, where applicable, have the meaning assigned to it under the Hong Kong Listing Rules, the SFO, the Singapore Listing Rules and the Securities and Futures Act 2001 of Singapore or any modification thereof, as the case may be.



COMBA TELECOM SYSTEMS HOLDINGS LIMITED

京信通信系統控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Hong Kong Stock Code: 2342)

(Singapore Stock Code: STC)

Executive Directors:

Mr. FOK Tung Ling (*Chairman*)
Mr. ZHANG Yue Jun (*Vice Chairman*)
Mr. XU Huijun (*President*)
Mr. CHANG Fei Fu
Ms. HUO Xinru

Registered office:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Non-executive Director:

Mr. WU Tielong

*Head office and principal place of
business in Hong Kong:*

Unit 611
Building 8W
Hong Kong Science Park
Pak Shek Kok
New Territories
Hong Kong

Independent non-executive Directors:

Mr. LAU Siu Ki, Kevin
Ms. NG Yi Kum
Ms. WONG Lok Lam

26 April 2023

To the Shareholders

Dear Sir or Madam,

- (1) PROPOSED GRANT OF GENERAL MANDATES TO ISSUE AND
REPURCHASE SHARES;**
- (2) PROPOSED RE-ELECTION OF DIRECTORS;**
- (3) PROPOSED DECLARATION OF FINAL DIVIDEND;**
- (4) PROPOSED AMENDMENTS TO THE MEMORANDUM AND
ARTICLES OF ASSOCIATION AND
THE ADOPTION OF THE NEW MEMORANDUM AND
ARTICLES OF ASSOCIATION;**
- (5) PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME AND
TERMINATION OF THE EXISTING SHARE OPTION SCHEME;**
- (6) PROPOSED ADOPTION OF THE NEW SHARE AWARD SCHEME AND
TERMINATION OF THE EXISTING SHARE AWARD SCHEME;**
- AND**
- (7) NOTICE OF ANNUAL GENERAL MEETING**

LETTER FROM THE BOARD

INTRODUCTION

The purpose of this circular is to provide you with information relating to the following proposals to be put forward (among other things) for consideration and voting at the AGM, which are, the grant of the Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate, the re-election of Directors, the declaration of final dividend, the amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association, the adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme and the adoption of the New Share Award Scheme and termination of the Existing Share Award Scheme. The notice of AGM is set out on pages 132 to 139 of this circular.

PROPOSED GRANT OF GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES

At the AGM, the Directors propose to seek the approval of the Shareholders to grant to the Directors the Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate.

Issue Mandate

At the AGM, an ordinary resolution will be proposed such that the Directors be given the Issue Mandate to allot, issue and deal with additional Shares of an aggregate of up to 20% of the number of issued Shares as at the date of granting of the Issue Mandate.

In addition, a separate ordinary resolution will further be proposed for extending the Issue Mandate authorizing the Directors to allot, issue and deal with Shares to the extent of the number of the Shares repurchased pursuant to the Repurchase Mandate. Details of the Repurchase Mandate are further elaborated below.

As at the Latest Practicable Date, the Company has an aggregate of 2,805,344,668 Shares in issue. Subject to the passing of the resolutions for the approval of the Issue Mandate and on the basis that no further Shares are issued or repurchased between the Latest Practicable Date and the date of the AGM, the Directors would be allowed under the Issue Mandate to allot, issue and deal with a maximum of 561,068,933 Shares.

Repurchase Mandate

At the AGM, an ordinary resolution will also be proposed such that the Directors be given an unconditional general mandate to repurchase Shares (i.e. the Repurchase Mandate) on the Hong Kong Stock Exchange and SGX-ST or any other stock exchange of which the Shares may be listed and which is recognized by the Securities and Futures Commission and the Hong Kong Stock Exchange of an aggregate of up to 10% of the number of issued Shares as at the date of granting of the Repurchase Mandate.

Subject to the passing of the resolution for the approval of the Repurchase Mandate and on the basis that no further Shares are issued or repurchased between the Latest Practicable Date and the date of the AGM, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 280,534,466 Shares.

LETTER FROM THE BOARD

The Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate shall continue to be in force during the period from the date of passing of the resolutions for the approval of the Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate up to (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any other applicable laws of the Cayman Islands to be held; or (iii) the revocation or variation of the Issue Mandate (including the extended Issue Mandate) or the Repurchase Mandate (as the case may be) by ordinary resolution of the Shareholders in general meeting, whichever occurs first.

An explanatory statement in connection with the Repurchase Mandate is set out in Appendix I to this circular. The explanatory statement contains all the requisite information required under the Hong Kong Listing Rules to be given to the Shareholders to enable them to make an informed decision on whether to vote for or against the resolution approving the Repurchase Mandate.

PROPOSED RE-ELECTION OF DIRECTORS

According to articles 87(1) and 87(2) of the Articles, at each annual general meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) who have been longest in office shall retire from office by rotation, provided that every Director shall be subject to retirement at least once every three years. A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires.

In accordance with articles 87(1) and 87(2) of the Articles, Mr. Zhang Yue Jun, Ms. Huo Xinru (“**Ms. Huo**”), Mr. Lau Siu Ki, Kevin (“**Mr. Lau**”) and Ms. Wong Lok Lam (“**Ms. Wong**”) shall retire from office by rotation at the AGM. Being eligible, each of Mr. Zhang Yue Jun, Ms. Huo, Mr. Lau and Ms. Wong will offer himself/herself for re-election as Directors.

Biographical information (including but not limited to their respective perspectives, skills and experience) of Mr. Zhang Yue Jun, Ms. Huo, Mr. Lau and Ms. Wong, being the Directors eligible for re-election at the AGM, that are required to be disclosed under the Hong Kong Listing Rules is set out in Appendix II to this circular.

During 2022, the nomination committee of the Company reviewed the structure, size and diversity of the Board to ensure that its composition complies with the requirements of the Hong Kong Listing Rules and reflects an appropriate mix of skills, knowledge, experience and diversity that are relevant to the Company’s strategy, governance and business and contribute to the Board’s effectiveness and efficiency. Given that each of the Directors eligible for re-election at the AGM has different background and expertise and brings his/her valuable experience to the Board, the Board considers that each of them contributes to the diversity of the Board.

Each of Mr. Lau and Ms. Wong, being an independent non-executive Director eligible for re-election at the AGM, has provided an annual written confirmation of independence, having regard to the independence guidelines under rule 3.13 of the Hong Kong Listing Rules.

LETTER FROM THE BOARD

Mr. Lau has served as independent non-executive Director for more than nine years. In view of his professional qualifications and extensive experience in the financial advisory field, the nomination committee of the Company believes that he is capable of providing constructive contributions in relation to the Company's affairs.

Throughout his directorship with the Company, Mr. Lau has participated in Board meetings and Board committees meetings and offered impartial advice and exercised independent judgment, and has attended general meetings of the Company to gain a balanced understanding of the Shareholders' views. Mr. Lau has never engaged in any executive management of the Group. Taking into consideration the independent nature of his roles and duties in the past years, the nomination committee of the Company considers Mr. Lau to be independent under the Hong Kong Listing Rules despite his years of services. The nomination committee of the Company believes that the continuous appointment of Mr. Lau as independent non-executive Director will help maintain the stability of the Board as he has, over time, gained valuable insight into the business strategy and policies of the Group.

The nomination committee of the Company had discussed and considered the above factors at its meeting (at which Mr. Lau has abstained from decisions regarding his own re-election) in arriving at the determination that Mr. Lau is still independent and is of the view that he should be re-elected as independent non-executive Director. The nomination committee of the Company has also assessed Ms. Wong's independence and is satisfied, and the Board is of the view, that each of Mr. Lau and Ms. Wong is independent.

Mr. Lau is currently holding directorships in six other companies listed on the Hong Kong Stock Exchange, his re-election as an independent non-executive Director in the AGM will be considered as holding directorship in the seventh listed company.

During the tenure of Mr. Lau in acting as an independent non-executive Director, he has devoted significant time and efforts in attending to various business affairs of the Company that were brought to the attention, or required supervision of the Board and/or the committees of the Company, and with respect to which he has rendered valuable contributions.

LETTER FROM THE BOARD

Mr. Lau had a good track record in attending the Company's meetings. The attendance rates of Mr. Lau at the Company's meetings during the years 2020, 2021 and 2022 were 100%, showing his devotion and commitment to the Board. The attendance of Mr. Lau at the meetings during the years 2020, 2021 and 2022 is set out below:

	Number of meetings attended/ Total number of meetings held		
	2020	2021	2022
Board Meeting	9/9	8/8	9/9
Audit Committee Meeting	2/2	2/2	3/3
Remuneration Committee Meeting	3/3	2/2	1/1
Nomination Committee Meeting	2/2	1/1	1/1
General Meeting	1/1	1/1	1/1

Given Mr. Lau's contribution, dedication and performance during his tenure, the Board believes that, he will be able to continue to contribute as a member of the Board, the audit committee, remuneration committee and nomination committee of the Company and will also be able to devote sufficient time in performing his duties as an independent non-executive Director in spite of his directorships in other listed companies.

At the AGM, ordinary resolutions will be proposed to re-elect each of Mr. Zhang Yue Jun, Ms. Huo, Mr. Lau and Ms. Wong as Directors.

PROPOSED DECLARATION OF FINAL DIVIDEND

The Board has recommended the declaration of a final dividend of HK1.1 cents per Share for the year ended 31 December 2022, subject to the approval by the Shareholders at the AGM.

For the purpose of determination of the Shareholders registered under the Company's register of members in Hong Kong and register of members in Singapore for receiving the final dividend in Hong Kong dollars or Singapore dollars respectively, any removal of the Shares between the Company's register of members in Hong Kong and register of members in Singapore has to be made by the Shareholders no later than 4:00 p.m. (both Hong Kong and Singapore times) on Wednesday, 24 May 2023.

For Hong Kong Shareholders

For the purpose of determining Hong Kong Shareholders' entitlements to the final dividend, the register of members of the Company in Hong Kong will be closed from Thursday, 8 June 2023 to Friday, 9 June 2023 (both days inclusive), during which period no transfer of Shares will be registered. The record date for determination of entitlements under the final dividend will be on Friday, 9 June 2023. Hong Kong Shareholders whose names appear on the register of members of the Company in Hong Kong on Friday, 9 June 2023 will be entitled to receive the final dividend. In order to qualify for the final dividend, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar and transfer office,

LETTER FROM THE BOARD

Computershare Hong Kong Investor Services Limited at Shops 1712–1716, 17/F Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. (Hong Kong time) on Wednesday, 7 June 2023. Cheques for the payment of dividend will be despatched to the Hong Kong Shareholders on Monday, 19 June 2023.

For Singapore Shareholders

In order to qualify for the final dividend, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 for registration no later than 5:00 p.m. (Singapore time) on Wednesday, 7 June 2023.

The exchange rate for converting Hong Kong dollars into Singapore dollars for the purpose of the final dividend payment in Singapore dollars to Singapore Shareholders will be fixed by the Company in due course.

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

As disclosed in the announcement of the Company dated 23 March 2023, the Board proposed to amend the Articles.

A summary of the Proposed Amendments is set out as follows:

1. to provide that any person appointed by the Directors to fill a casual vacancy on or as an addition to the Board shall hold office only until the first annual general meeting of the Company after his appointment, and shall then be eligible for re-election;
2. to provide that an annual general meeting of the Company shall be held in each financial year and such annual general meeting must be held within 6 months after the end of Company’s financial year;
3. to provide that Shareholders must have the right to attend, speak and vote at a general meeting except where a Shareholder is required by the Hong Kong Listing Rules to abstain from voting to approve the matter under consideration;
4. to provide that any one or more Shareholder(s) holding at the date of deposit of the requisition not less than one-tenth of the voting rights (on a one vote per share basis) in the share capital of the Company may make requisition to convene an extraordinary general meeting and add resolutions to the agenda of a meeting;
5. to provide for any of the special rights attached to the Shares or any class of Shares be varied or abrogated by at least three-fourths of the voting rights of

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the Shareholders holding Shares in that class present and voting in person or by proxy at a separate general meeting of Shareholders of the class where the quorum for such meeting shall be holders of at least one-third of the issued Shares of the class;

6. to clarify that the appointment, removal and remuneration of Auditors must be approved by ordinary resolution of the Shareholders;
7. to provide that any representatives authorized by a clearing house to attend any general meeting of the Company shall enjoy rights equivalent to the rights of other Shareholders;
8. to provide for closure of the register of members of the Company on terms equivalent to section 632 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
9. to provide that in addition to physical meetings, general meetings may be held in the form of an electronic meeting or a hybrid meeting held for both physical and virtual attendances;
10. to include additional details to be specified in a notice of general meeting in light of allowing general meetings to be held as a hybrid meeting or an electronic meeting;
11. to make other house-keeping amendments, including inserting definition of “electronic”, “electronic communication”, “electronic means” and “electronic signature” and making consequential amendments in line with the above amendments to the Articles; and
12. to make other housekeeping amendments in line with the Proposed Amendments, to better align with the wordings in the applicable laws of the Cayman Islands and the Hong Kong Listing Rules and to reflect certain updates in relation to the applicable laws of Cayman Islands and the Hong Kong Listing Rules.

Details of the Proposed Amendments and the full text of the New Memorandum and Articles of Association (marked-up against the Memorandum and Articles of Association) is set out in Appendix III to this circular. The Board proposed to adopt the New Memorandum and Articles of Association in substitution in its entirety for, and to the exclusion of, the Memorandum and Articles of Association.

The Company has been advised by its legal advisers that the Proposed Amendments conform with the requirements of the Hong Kong Listing Rules and do not contravene the laws of the Cayman Islands, respectively. The Company confirms that there is nothing unusual about the Proposed Amendments to the Memorandum and Articles of Association for a company listed on the Hong Kong Stock Exchange.

The proposed adoption of the New Memorandum and Articles of Association is subject to the passing of a special resolution and it shall become effective upon passing of such special resolution by the Shareholders at the AGM.

LETTER FROM THE BOARD

PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME AND TERMINATION OF THE EXISTING SHARE OPTION SCHEME

Termination of the Existing Share Option Scheme

The Existing Share Option Scheme was adopted by the Company on 3 June 2013. Under the terms of the Existing Share Option Scheme, unless otherwise cancelled or amended, the Existing Share Option Scheme would remain in force for a period of 10 years from the date of adoption. Apart from the Existing Share Option Scheme, the Company has no other subsisting share option scheme as at the Latest Practicable Date.

As at the Latest Practicable Date, the breakdown of the current holders of the outstanding options granted but not yet exercised under the Existing Share Option Scheme is set out below:

Name or category of participant	Outstanding options as at Latest Practicable Date	Date of grant of options*	Exercise period of options	Exercise price of each option HK\$
Executive Directors				
Mr. Fok Tung Ling	—			
Mr. Zhang Yue Jun	—			
Mr. Xu Huijun	5,000,000	28 Aug 18	28 Aug 19 – 27 Aug 23	1.300
	10,000,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
	4,000,000	13 Apr 21	13 Apr 22 – 12 Apr 26	2.030
	<u>19,000,000</u>			
Mr. Chang Fei Fu	5,000,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
	2,000,000	13 Apr 21	13 Apr 22 – 12 Apr 26	2.030
	<u>7,000,000</u>			
Mr. Bu Binlong (resigned with effect from 24 March 2023)	5,000,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
	2,000,000	13 Apr 21	13 Apr 22 – 12 Apr 26	2.030
	<u>7,000,000</u>			
Ms. Huo Xinru	5,000,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
	2,000,000	13 Apr 21	13 Apr 22 – 12 Apr 26	2.030
	<u>7,000,000</u>			

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Name or category of participant	Outstanding options as at Latest Practicable Date	Date of grant of options*	Exercise period of options	Exercise price of each option HK\$
Non-executive Director Mr. Wu Tielong	5,000,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
Independent non-executive Directors Mr. Lau Siu Ki, Kevin	200,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
Dr. Lin Jin Tong (resigned with effect from 24 March 2023)	200,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
Ms. Ng Yi Kum	200,000	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
Ms. Wong Lok Lam	–			
Other employees in aggregate	41,264,500	8 Apr 19	8 Apr 20 – 7 Apr 24	1.890
	38,760,000	13 Apr 21	13 Apr 22 – 12 Apr 26	2.030
	<u>80,024,500</u>			
	<u><u>125,624,500</u></u>			

* The vesting period of the options is from the date of grant until the commencement of the exercise period.

According to the terms of the Existing Share Option Scheme, the Company may by resolution in general meeting at any time resolve to terminate the operation of the Existing Share Option Scheme and in such event, no further options will be offered but the provisions of the Existing Share Option Scheme will remain in force to the extent necessary to give effect to the exercise of any option granted prior to the termination or otherwise as may be required in accordance with the provisions of the Existing Share Option Scheme and options granted prior to such termination will continue to be valid and exercisable in accordance with the Existing Share Option Scheme.

The Board proposes to terminate the operation of the Existing Share Option Scheme and adopt the New Share Option Scheme before the Existing Share Option Scheme is due to expire on 2 June 2023.

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It is proposed that subject to the approval of the Shareholders at the AGM of the adoption of the New Share Option Scheme and the Hong Kong Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which fall to be allotted and issued upon the exercise of the Options in accordance with the terms and conditions of the New Share Option Scheme, the operation of the Existing Share Option Scheme shall be terminated (such that no further options could thereafter be offered under the Existing Share Option Scheme but in all other respects the provisions of the Existing Share Option Scheme shall remain in full force and effect) and the New Share Option Scheme shall take effect.

Adoption of the New Share Option Scheme

Subject to the termination of the operation of the Existing Share Option Scheme, the Board proposes the adoption of the New Share Option Scheme, which shall be valid for 10 years from the Adoption Date.

The purpose of the New Share Option Scheme is to replace the Existing Share Option Scheme which is expiring so that the Company may continue to be able to grant Options to Eligible Participants as incentives or rewards for their contribution or potential contribution to the success of the Group's operations.

Principal Terms of the Options

A summary of the principal terms of the New Share Option Scheme is set out in the Appendix IV to this circular.

The rules of the New Share Option Scheme enable the Company to grant Option(s) to Eligible Participants. The Directors are of the view that the adoption of the New Share Option Scheme aligns with the market practice of providing incentives to Eligible Participants to work towards achieving the long-term objectives for the benefit of the Group as a whole. The New Share Option Scheme and the New Share Award Scheme share the same Scheme Mandate Limit and are proposed with a view to, subject to the respective approval by the Shareholders at the AGM, providing the Company's management with a suitable range of incentive measures which they could deploy to incentivize/reward Eligible Participants/Selected Participants to achieve the common objective of the respective schemes. The Board may determine the Eligible Participants' eligibility in its sole discretion by considering all relevant factors as appropriate and take into account criteria based on the nature of the contributions made by Eligible Participants before granting Option(s) to them (please refer to the factors set out in paragraph 4 of Appendix IV to this circular).

The rules of the New Share Option Scheme do not prescribe specific performance targets that are generally applicable to all Options, subject to the Board's determination to impose such performance target on a case-by-case basis. As different Eligible Participants contribute to the success of the Group's operations in different ways, the Directors consider it is not appropriate to prescribe specific performance targets that apply to all Eligible Participants. Such performance targets, if included, may include a mixture of parameters (including, for example, the business performance and financial performance

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of the Group and/or department by reference to annual corporate targets and/or goals attained) which may vary among the Eligible Participants.

Save as may be determined by the Board in the relevant grant letter and those provided for under paragraph 10 of Appendix IV to this circular, there is no clawback mechanism for the Company to recover or withhold the Options granted to any Eligible Participant.

The Option Price in respect of any particular Option will be such price as determined by the Board in its discretion at the time of the grant of the relevant Option but in any event the Option Price shall be at least the higher of (i) the closing price of the Shares as stated in the daily quotations sheet issued by the Hong Kong Stock Exchange on the date of grant; and (ii) the average of the closing price of the Shares as stated in the daily quotations sheets issued by the Hong Kong Stock Exchange for the 5 business days immediately preceding the date of grant, subject to subsequent adjustments provided that the Option Price shall not be less than the nominal value of each Share.

HK\$10.00 or such other amount as the Board may determine be payable by the Eligible Participants on the acceptance of Options.

The vesting period of Options granted under the New Share Option Scheme shall be determined by the Board subject to a minimum period of not less than 12 months.

The maximum total number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme and pursuant to any other options and awards to be granted under any other share schemes of the Company (including the New Share Award Scheme) must not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date. As at the Latest Practicable Date, there were an aggregate of 2,805,344,668 Shares in issue. Assuming there is no issue or repurchase of Shares from the Latest Practicable Date to the date of the AGM on which the New Share Option Scheme is expected to be conditionally approved and adopted by the Shareholders, the maximum number of Shares that can be issued upon exercise of all Options that may be granted under the New Share Option Scheme is 280,534,466, representing 10% of the Shares in issue.

The Company believes that the mechanism of the New Share Option Scheme as described above and as further described in Appendix IV will provide it with clear criteria in identifying the Eligible Participants of which Options should be granted and thus serve the purpose of the New Share Option Scheme which is to incentivize or reward Eligible Participants for their contribution or potential contribution to the success of the Group's operations. The Directors consider that (i) the basis of determining the eligibility of the Eligible Participants, (ii) vesting period, (iii) basis of determination of the exercise price of the Options and (iv) clawback mechanisms can collectively serve to provide effective incentives to Eligible Participants to work towards achieving the long-term objectives for the benefit of the Group as a whole. As such, The Directors are of the view that the terms of the New Share Option Scheme align with the purpose of the scheme.

No trustee will be appointed under the New Share Option Scheme.

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The New Share Option Scheme constitutes a share option scheme governed by Chapter 17 of the Hong Kong Listing Rules and the adoption of the New Share Option Scheme is subject to the approval of the Shareholders at the AGM.

Conditions of the New Share Option Scheme

The New Share Option Scheme is conditional upon (i) the passing of the necessary Shareholders' resolution(s) to approve and adopt the New Share Option Scheme at the AGM and (ii) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, and permission to deal in any Shares to be issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the New Share Option Scheme.

Application will be made to the Listing Committee of the Hong Kong Stock Exchange for the approval of the listing of, and permission to deal in, the Shares, representing a maximum of 10% of the Company's issued share capital as at the Adoption Date, which may fall to be issued pursuant to the exercise of the Options to be granted under the New Share Option Scheme.

Document on Display

A copy of the rules of the New Share Option Scheme will be published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.comba-telecom.com) for display for a period of not less than 14 days before the date of the AGM and will be made available for inspection at the AGM.

A copy of the rules of the New Share Option Scheme will also be published on the website of the SGX-ST (www.sgx.com/securities/company-announcements).

PROPOSED ADOPTION OF THE NEW SHARE AWARD SCHEME AND TERMINATION OF THE EXISTING SHARE AWARD SCHEME

Termination of the Existing Share Award Scheme

The Existing Share Award Scheme was originally adopted by the Company on 25 March 2011 and was renewed on 25 March 2021. Under the terms of the Existing Share Award Scheme, unless otherwise cancelled or amended, the Existing Share Award Scheme would remain in force for a period of 10 years from the date of adoption. Apart from the Existing Share Award Scheme, the Company has no other subsisting share award scheme as at the Latest Practicable Date.

The Existing Share Award Scheme provides that awards may be satisfied by (i) issuance of new Shares by the Company; and/or (ii) existing Shares acquired from the secondary market. As at the Latest Practicable Date, there are no awards granted but not yet vested under the Existing Share Award Scheme.

According to the terms of the Existing Share Award Scheme, the Company may by resolution of the Board at any time resolve to terminate the operation of the Existing Share Award Scheme and in such event, no further awards will be offered but any awarded shares granted prior to the termination will be vested on the date of termination.

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The Board proposes to terminate the operation of the Existing Share Award Scheme and adopt the New Share Award Scheme before the Existing Share Award Scheme is due to expire on 25 March 2031.

The Existing Share Award Scheme was last renewed on 25 March 2021. In light of the proposed adoption of the New Share Option Scheme, as well as the new regulatory regime under the Hong Kong Listing Rules with respect to share schemes, the Directors consider it beneficial for the Company to have all of its share schemes in conformity with the same regulatory framework, and therefore propose to terminate the Existing Share Award Scheme and adopt the New Share Award Scheme. The New Share Award Scheme is based upon the construct of the Existing Share Award Scheme in terms of operations (for example, they both involve awards that may involve issuance of new Shares) but there have been a substantial number of conforming changes in light of the provisions under Chapter 17 of the Hong Kong Listing Rules in force as from 1 January 2023 in the New Share Award Scheme from the Existing Share Award Scheme (including but not limited to those relating to categorization of eligible participants under the scheme, vesting period, and scheme mandate limit).

It is proposed that subject to the approval of the Shareholders at the AGM of the adoption of the New Share Award Scheme and the Hong Kong Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which fall to be allotted and issued upon the exercise of the Awards in accordance with the terms and conditions of the New Share Award Scheme, the operation of the Existing Share Award Scheme shall be terminated (such that no further awarded shares could thereafter be offered under the Existing Share Award Scheme but in all other respects the provisions of the Existing Share Award Scheme shall remain in full force and effect) and the New Share Award Scheme shall take effect.

Adoption of the New Share Award Scheme

Subject to the termination of the operation of the Existing Share Award Scheme, the Board proposes the adoption of the New Share Award Scheme, which shall be valid for 10 years from the Adoption Date.

The purpose of the New Share Award Scheme is to replace the Existing Share Award Scheme and to grant Awards to Selected Participants to recognize the contributions by them to the Group and to provide them with incentives in order to retain them for the continual operation and development of the Group and to attract suitable personnel for further development of the Group.

Principal Terms of the Awards

A summary of the principal terms of the New Share Award Scheme is set out in the Appendix V to this circular.

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The rules of the New Share Award Scheme enable the Company to grant Award(s) to Selected Participants. The Directors are of the view that the adoption of the New Share Award Scheme aligns with the market practice of providing incentives to Selected Participants to work towards achieving the long-term objectives for the benefit of the Group as a whole. The New Share Award Scheme and the New Share Option Scheme share the same Scheme Mandate Limit are proposed with a view to, subject to the respective approval by the Shareholders at the AGM, providing the Company's management with a suitable range of incentive measures which they could deploy to incentivize/reward Eligible Participants/Selected Participants to achieve the common objective of the respective schemes. The Board may determine the Selected Participants' eligibility in its sole discretion by considering all relevant factors as appropriate and take into account criteria based on the nature of the contributions made by Selected Participants before granting Award(s) to them (please refer to the factors set out in paragraph 5.2 of Appendix V to this circular).

The rules of the New Share Award Scheme do not prescribe specific performance targets that are generally applicable to all Awards, subject to the Board's determination to impose such performance target on a case-by-case basis. As different Selected Participants contribute to the success of the Group's operations in different ways, the Directors consider it is not appropriate to prescribe specific performance targets that apply to all Selected Participants. Such performance targets, if included, may include a mixture of parameters (including, for example, the business performance and financial performance of the Group and/or department by reference to annual corporate targets and/or goals attained) which may vary among the Selected Participants.

Save as determined by the Board and those provided for under paragraph 5.4(E) of Appendix V to this circular and/or in the Grant Letter of the relevant Award, there is no clawback mechanism for the Company to recover or withhold the Awards granted to any Selected Participant.

There is no amount payable by the Selected Participants on the acceptance of the Awards.

The vesting period of Awards granted under the New Share Award Scheme shall be determined by the Board subject to a minimum period of not less than 12 months.

The maximum total number of Shares which may be issued and granted as New Share Award under the New Share Award Scheme and pursuant to any other options and awards to be granted under any other share schemes of the Company (including the New Share Option Scheme) must not in aggregate exceed 10% of the total number of Shares in issue as at the Adoption Date. As at the Latest Practicable Date, there were an aggregate of 2,805,344,668 Shares in issue. Assuming there is no issue or repurchase of Shares from the Latest Practicable Date to the date of the AGM on which the New Share Award Scheme is expected to be conditionally approved and adopted by the Shareholders, the maximum number of Shares that can be issued and granted as New Share Award under the New Share Award Scheme is 280,534,466, representing 10% of the Shares in issue.

LETTER FROM THE BOARD

The Company believes that the mechanism of the New Share Award Scheme as described above and as further described in Appendix V will provide it with clear criteria in identifying the Selected Participants of which Awards should be granted and thus serve the purpose of the New Share Award Scheme which is to recognize the contributions of the Selected Participants to the Group and to provide them with incentives in order to retain them for the continual operation and development of the Group and to attract suitable personnel for further development of the Group. The Directors consider that (i) the basis of determining the eligibility of the Selected Participants, (ii) vesting period, and (iii) clawback mechanisms can collectively serve to provide effective incentives to Selected Participants to work towards achieving the long-term objectives for the benefit of the Group as a whole. As such, the Directors are of the view that the terms of the New Share Award Scheme align with the purpose of the scheme.

None of the Directors is a trustee of the New Share Award Scheme or has any direct or indirect interest in the trustee of the New Share Award Scheme.

The New Share Award Scheme constitutes a share award scheme governed by Chapter 17 of the Hong Kong Listing Rules and the adoption of the New Share Award Scheme is subject to the approval of the Shareholders at the AGM.

Conditions of the New Share Award Scheme

The New Share Award Scheme is conditional upon (i) the passing of the necessary Shareholders' resolution(s) to approve and adopt the New Share Award Scheme at the AGM and (ii) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, and permission to deal in any Shares to be issued by the Company pursuant to the grant of Awards in accordance with the terms and conditions of the New Share Award Scheme.

Application will be made to the Listing Committee of the Hong Kong Stock Exchange for the approval of the listing of, and permission to deal in, the Shares, representing a maximum of 10% of the Company's issued share capital as at the Adoption Date, which may fall to be issued and granted as New Share Award under the New Share Award Scheme.

Document on Display

A copy of the rules of the New Share Award Scheme will be published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (www.comba-telecom.com) for display for a period of not less than 14 days before the date of the AGM and will be made available for inspection at the AGM.

A copy of the rules of the New Share Award Scheme will also be published on the website of the SGX-ST (www.sgx.com/securities/company-announcements).

LETTER FROM THE BOARD

AGM

A notice convening the AGM to be held at Unit 611, Building 8W, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong on Monday, 22 May 2023 at 11:00 a.m. (Hong Kong time) is set out on pages 132 to 139 of this circular. Ordinary resolutions will be proposed at the AGM to approve, among other things, the grant of the Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate, the re-election of Directors, the declaration of final dividend, the adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme and the adoption of the New Share Award Scheme and termination of the Existing Share Award Scheme. A special resolution will be proposed at the AGM regarding the amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association.

For the purpose of determination of the Shareholders registered under the Company's register of members in Hong Kong and register of members in Singapore for submission of proxy forms to the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited or Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. respectively, any removal of the Shares between the Company's the register of members in Hong Kong and the register of members in Singapore has to be made by the Shareholders no later than 4:00 p.m. (both Hong Kong and Singapore times) on Thursday, 4 May 2023.

For Hong Kong Shareholders

For the purpose of determining Hong Kong Shareholders' entitlements to attend and vote at the AGM, the register of members of the Company in Hong Kong will be closed from Wednesday, 17 May 2023 to Monday, 22 May 2023 (both days inclusive), during which period no transfer of Shares will be registered. The record date for determination of entitlements of the Hong Kong Shareholders to attend and vote at the AGM will be on Monday, 22 May 2023. Hong Kong Shareholders whose names appear on the register of members of the Company in Hong Kong on Monday, 22 May 2023 will be entitled to attend and vote at the AGM. In order to qualify for attending and voting at the AGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. (Hong Kong time) on Tuesday, 16 May 2023.

A proxy form for use at the AGM is enclosed with this circular. Whether or not you are able to attend the AGM, you are requested to complete the accompanying proxy form in accordance with the instructions printed thereon and deposit the same at the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at 17M/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event no later than Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time) or not less than 48 hours before the time appointed for the holding of any adjourned meeting. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so wish. Such proxy form is also published on the website of Hong Kong

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Exchanges and Clearing Limited at www.hkexnews.hk, the website of the SGX-ST at www.sgx.com/securities/company-announcements and the website of the Company at www.comba-telecom.com.

For Singapore Shareholders

In order to qualify for attending and voting at the AGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 for registration no later than 5:00 p.m. (Singapore time) on Tuesday, 16 May 2023.

Depositors who wish to attend and vote at the AGM, and whose names are shown in the records of CDP as at a time not earlier than 48 hours prior to the time of the AGM (i.e. on Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time)) or any adjourned meeting supplied by CDP to the Company, may attend as CDP's proxies. Such Depositors who are individuals and who wish to attend the AGM in person need not take any further action and can attend and vote at the AGM without the lodgement of any proxy form. Such Depositors who are unable to attend personally and wish to appoint nominees to attend and vote on their behalf, and such Depositors who are not individuals, will find enclosed a depositor proxy form which they are requested to complete, sign and return in accordance with the instructions printed thereon and deposit the same at the Company's Singapore Share Transfer Agent, In.Corp Corporate Services Pte. Ltd., at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 or or by email to shareregistry@incorp.asia, as soon as possible and in any event no later than Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time) or not less than 48 hours before the time appointed for the holding of any adjourned meeting. The completion and return of a depositor proxy form by a Depositor who is an individual does not preclude him/her from attending and voting in person at the AGM in place of his/her nominee if he/she finds he/she is able to do so. Such depositor proxy form is also published on the website of Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk, the website of the SGX-ST at www.sgx.com/securities/company-announcements and the website of the Company at www.comba-telecom.com.

All the resolutions proposed to be approved at the AGM will be taken by poll in accordance with rule 13.39(4) of the Hong Kong Listing Rules. An announcement on the poll results of the AGM will be made by the Company after the AGM in compliance with the Hong Kong Listing Rules.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Hong Kong 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.

LETTER FROM THE BOARD

RECOMMENDATION

The Directors consider the proposed grant of the Issue Mandate (including the extended Issue Mandate) and the Repurchase Mandate, the proposed re-election of Directors, the proposed declaration of final dividend, the proposed amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association, the proposed adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme and the proposed adoption of the New Share Award Scheme and termination of the Existing Share Award Scheme are in the best interests of the Company and its Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of all the resolutions to be proposed at the AGM.

To the best of the Directors' knowledge, information and belief, no Shareholder has material interest in the proposed grant of the Issue Mandate (including the extended Issue Mandate) and Repurchase Mandate, the proposed re-election of Directors, the proposed declaration of final dividend, the proposed amendments to the Memorandum and Articles of Association and the adoption of the New Memorandum and Articles of Association, the proposed adoption of the New Share Option Scheme and termination of the Existing Share Option Scheme and the proposed adoption of the New Share Award Scheme and termination of the Existing Share Award Scheme and accordingly no Shareholder is required to abstain from voting on the resolutions to be proposed at the AGM.

GENERAL

The English text of this circular shall prevail over the Chinese text in case of any inconsistency. Your attention is drawn to the information set out in appendices to this circular.

Yours faithfully
For and on behalf of the Board of
Comba Telecom Systems Holdings Limited
Fok Tung Ling
Chairman

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

1. REPURCHASE OF SECURITIES FROM CONNECTED PERSONS

The Hong Kong Listing Rules prohibit a company from knowingly repurchasing its securities on the Hong Kong Stock Exchange from a core connected person, which includes, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or their respective close associates and a core connected person is prohibited from knowingly selling his/her/its securities in the company back to the company.

No core connected person of the Company has notified the Company that he/she/it has a present intention to sell any Shares to the Company nor has any such core connected person undertaken not to sell any of the Shares held by him/her/it to the Company in the event that the Repurchase Mandate is approved at the AGM.

2. SHARE CAPITAL

As at the Latest Practicable Date, the total number of issued Shares was 2,805,344,668 Shares.

Subject to the passing of the proposed resolution for the approval of the Repurchase Mandate and on the basis that no further Shares are issued or repurchased by the Company between the Latest Practicable Date and the date of the AGM, the Company will be allowed under the Repurchase Mandate to repurchase a maximum of 280,534,466 Shares, representing 10% of the number of issued Shares as at the date of passing of the resolution.

3. REASONS FOR REPURCHASES

The Directors believe that the Repurchase Mandate is in the best interests of the Company and its Shareholders as a whole. An exercise of the Repurchase Mandate may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net assets per Share and/or earnings per Share and will only be made when the Directors consider that a repurchase will benefit the Company and its Shareholders as a whole.

4. FUNDING OF REPURCHASES

Repurchases would be funded entirely from the Company's cash flow or working capital facilities, which will be funds legally available for such purpose under the laws of the Cayman Islands and the Articles.

An exercise of the Repurchase Mandate in full may have a material adverse impact on the working capital and gearing position of the Company compared with those as at 31 December 2022, being the date of its latest published audited consolidated accounts. The Directors do not, however, intend to make any repurchase in circumstances that would have a material adverse impact on the working capital or gearing position of the Company.

5. SHARE PRICES

The highest and lowest prices at which the Shares were traded on the Hong Kong Stock Exchange in each of the previous 12 calendar months immediately prior to the Latest Practicable Date were as follows:

	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
2022		
April	1.39	1.24
May	1.34	1.21
June	1.61	1.23
July	1.55	1.32
August	1.50	1.36
September	1.56	1.20
October	1.29	1.05
November	1.42	1.09
December	1.52	1.33
2023		
January	1.54	1.33
February	1.55	1.37
March	1.67	1.41
April (up to the Latest Practicable Date)	1.65	1.44

6. DISCLOSURE OF INTERESTS

None of the Directors or, to the best of their knowledge having made all reasonable enquiries, their respective close associates, have any present intention to sell to the Company or its subsidiaries any of the Shares if the Repurchase Mandate is approved at the AGM.

7. DIRECTORS' UNDERTAKING

The Directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the power of the Company to make repurchases pursuant to the Repurchase Mandate in accordance with the Hong Kong Listing Rules and applicable laws of the Cayman Islands.

8. TAKEOVERS CODE

If a Shareholder's proportionate interest in the voting rights of the Company increases on the Company exercising its powers to repurchase Shares pursuant to the Repurchase Mandate, such increase will be treated as an acquisition of voting rights for the purpose of rule 32 of the Takeovers Code. As a result, a Shareholder or group of Shareholders acting in concert, depending on the level of increase of Shareholders' interests, could obtain or consolidate the control of the Company and become obliged to make a mandatory offer in accordance with rules 26 and 32 of the Takeovers Code. Save as aforesaid, the Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

As at the Latest Practicable Date, the following Shareholders are interested in more than 5% of the number of issued Shares:

Name	<i>Notes</i>	Number of Shares	Percentage holding <i>(Approximately)</i>
Prime Choice Investments Limited		678,115,129	24.172%
Mr. Fok Tung Ling	1	688,479,468	24.541%
Madam Chen Jing Na	2	688,479,468	24.541%
Wise Logic Investments Limited		228,225,410	8.135%
Mr. Zhang Yue Jun	3	228,225,410	8.135%
Madam Cai Hui Ni	4	228,225,410	8.135%

Notes:

- These 678,115,129 Shares are beneficially owned by Prime Choice Investments Limited, which is wholly owned by Mr. Fok Tung Ling. As such, Mr. Fok Tung Ling is deemed or taken to be interested in the 678,115,129 Shares owned by Prime Choice Investments Limited under the SFO.
- Madam Chen Jing Na is the spouse of Mr. Fok Tung Ling and is deemed to be interested in the 688,479,468 Shares in which Mr. Fok Tung Ling is interested or deemed to be interested under the SFO, including the 678,115,129 shares beneficially owned by Prime Choice Investments Limited.
- These 228,225,410 Shares are beneficially owned by Wise Logic Investments Limited, which is wholly owned by Mr. Zhang Yue Jun. As such, Mr. Zhang Yue Jun is deemed or taken to be interested in the 228,225,410 Shares owned by Wise Logic Investments Limited under the SFO.
- Madam Cai Hui Ni is the spouse of Mr. Zhang Yue Jun and is deemed to be interested in the 228,225,410 Shares in which Mr. Zhang Yue Jun is interested or deemed to be interested under the SFO, including the 228,225,410 shares beneficially owned by Wise Logic Investments Limited.

In the event that the Directors exercise in full the power to repurchase Shares in accordance with the Repurchase Mandate, the total interests of the above Shareholders in the Shares would be increased to:

Name	Percentage holding (Approximately)
Prime Choice Investments Limited	26.858%
Mr. Fok Tung Ling	27.268%
Madam Chen Jing Na	27.268%
Wise Logic Investments Limited	9.039%
Mr. Zhang Yue Jun	9.039%
Madam Cai Hui Ni	9.039%

On the basis of the current shareholdings of the above Shareholders, an exercise of the Repurchase Mandate in full will not result in Prime Choice Investments Limited and its parties acting in concert (including but not limited to Mr. Fok Tung Ling and Madam Chen Jing Na) becoming obliged to make a mandatory offer under rule 26 of the Takeovers Code.

The Directors have no intention to exercise the Repurchase Mandate to such an extent that will result in a requirement of the above Shareholders, or any other persons to make a general offer under the Takeovers Code or the number of Shares in the hands of public falling below the prescribed minimum percentage of 25%.

9. SHARES REPURCHASE MADE BY THE COMPANY

The Company has purchased a total of 13,176,000 Shares on the Hong Kong Stock Exchange during the six months preceding the Latest Practicable Date as follows:

Date of Repurchase	Number of Shares Repurchased	Repurchase Price per Share	
		Highest HK\$	Lowest HK\$
28 March 2023	2,116,000	1.47	1.44
29 March 2023	52,000	1.46	1.46
30 March 2023	952,000	1.44	1.44
31 March 2023	1,804,000	1.48	1.44
3 April 2023	1,128,000	1.50	1.45
4 April 2023	1,980,000	1.49	1.49
6 April 2023	1,184,000	1.55	1.52
11 April 2023	336,000	1.55	1.55
12 April 2023	776,000	1.60	1.58
14 April 2023	2,190,000	1.62	1.61
17 April 2023	460,000	1.61	1.61
19 April 2023	198,000	1.59	1.59

Particulars of the retiring Directors subject to re-election at the AGM are set out below:

(1) Mr. Zhang Yue Jun

Mr. Zhang Yue Jun, aged 64, is one of the founders of the Group. He is the vice chairman of the Board. He also holds various positions in the subsidiaries of the Company, including acting as legal representative and director of such subsidiaries. He also acted as the president of the Group from 1 October 2011 to 7 December 2018. Mr. Zhang is mainly responsible for assisting the chairman of the Board in performing the latter's duties and responsibilities, also taking the important role in monitoring the implementation of the Company's strategies. Mr. Zhang graduated from South China Institute of Technology (華南工學院) (currently known as South China University of Technology (華南理工大學)) in 1982 and obtained a bachelor's degree in wireless engineering. From 1982 to 1990, Mr. Zhang worked as a microwave telecommunications engineer in Nanjing and from 1990 to 1997, he was the deputy chief engineer of a joint venture company in Shenzhen and was mainly responsible for wireless telecommunications projects. Mr. Zhang has over 40 years of experience in wireless communications and he co-founded the Group in 1997. He is the sole director and shareholder of Wise Logic Investments Limited, which is a Substantial Shareholder.

Save as disclosed above, Mr. Zhang did not hold any directorship in any other public companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years and does not have any relationship with any Directors, Substantial Shareholders, Controlling Shareholders or senior management of the Company.

As at the Latest Practicable Date, Mr. Zhang holds 228,225,410 Shares through controlled corporation, representing approximately 8.135% of the total number of issued Shares. Save as disclosed above, he does not have, and is not deemed to have, any other interests or short positions in any Shares, underlying shares or debentures (as defined under Part XV of the SFO) of the Company.

Mr. Zhang has entered into a service contract with the Company for an initial term of three years which commenced on 1 July 2003, renewable thereafter until terminated by either party by giving not less than six months' written notice. Mr. Zhang is subject to retirement by rotation and re-election at the general meetings of the Company in accordance with the Articles. Mr. Zhang's remuneration for his positions in the Group has been fixed at approximately HK\$79,000 per month, which are determined by the Board with reference to his duties, performance and responsibilities within the Group, the Group's remuneration policy and the prevailing market conditions.

(2) Ms. Huo Xinru

Ms. Huo Xinru, aged 39, is an executive Director. She is also senior vice president of the Group and president of Comba Telecom Systems International Limited. Ms. Huo also holds various positions in the subsidiaries of the Company, including acting as director and chief executive officer of such subsidiaries. She is mainly responsible for the relevant management work delegated by the Group and the operation and management of Comba Telecom Systems International Limited. Ms. Huo graduated from Imperial College London in UK in 2007 majoring in electrical and electronic engineering, and obtained a bachelor's degree; graduated from Stanford University in the USA in 2009 majoring in (electrical engineering) digital signal processing, and obtained a master's degree. She has served successively such positions as software and application engineer, customer manager, and vice president of marketing in North America branch of the Group. Ms. Huo joined the Group in 2010. She is the daughter of Mr. Fok Tung Ling.

Save as disclosed above, Ms. Huo did not hold any directorship in any other public companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years and does not have any relationship with any Directors, Substantial Shareholders, Controlling Shareholders or senior management of the Company.

As at the Latest Practicable Date, Ms. Huo holds options under the Existing Share Option Scheme entitling her to subscribe for 7,000,000 Shares. Save as disclosed above, she does not have, and is not deemed to have, any other interests or short positions in any Shares, underlying shares or debentures (as defined under Part XV of the SFO) of the Company.

Ms. Huo has entered into a service contract with the Company for an initial term of 18 months which commenced on 22 March 2019, renewable thereafter until terminated by either party by giving not less than six months' written notice. She is subject to retirement by rotation and re-election at the general meetings of the Company in accordance with the Articles. Ms. Huo's remuneration for her positions in the Group has been fixed at approximately HK\$159,000 per month with discretionary bonus, which are determined by the Board with reference to her duties, performance and responsibilities within the Group, the Group's remuneration policy and the prevailing market conditions.

(3) Mr. Lau Siu Ki, Kevin

Mr. Lau Siu Ki, Kevin, aged 64, is an independent non-executive Director. He is also the chairman of the remuneration committee and a member of each of the nomination committee and audit committee of the Company. Mr. Lau has over 40 years of experience in corporate governance, corporate finance, financial advisory and management, accounting and auditing. He is currently a consultant in the financial advisory field. Prior to that, Mr. Lau had worked in an international accounting firm for over 15 years. He is a fellow member of both the Association of Chartered Certified Accountants (“ACCA”) as well as the Hong Kong Institute of Certified Public Accountants. Mr. Lau was a member of the world council of ACCA from 2002 to 2011 and was the chairman of the Hong Kong Branch of ACCA for the year 2000/2001. He is also an independent non-executive director of six other companies listed on the main board of the Hong Kong Stock Exchange namely FIH Mobile Limited, Samson Holding Ltd., Embry Holdings Limited, Binhai Investment Company Limited, TCL Electronics Holdings Limited and IVD Medical Holding Limited. Mr. Lau is also the company secretary of Yeebo (International Holdings) Limited and Hung Fook Tong Group Holdings Limited, both companies listed on the main board of the Hong Kong Stock Exchange, and also Expert Systems Holdings Limited, a company listed on GEM of the Hong Kong Stock Exchange. Mr. Lau joined the Group in 2003.

Save as disclosed above, Mr. Lau did not hold any directorship in any other public companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years and does not have any relationship with any Directors, Substantial Shareholders, Controlling Shareholders or senior management of the Company.

As at the Latest Practicable Date, Mr. Lau holds 310,000 Shares representing approximately 0.011% of the total number of issued Shares. He also holds options under the Existing Share Option Scheme entitling him to subscribe for 200,000 Shares. Save as disclosed above, he does not have, and is not deemed to have, any other interests or short positions in any Shares, underlying shares or debentures (as defined under Part XV of the SFO) of the Company.

Mr. Lau has entered into a letter of appointment with the Company for a term of one year. He is subject to retirement by rotation and re-election at the general meetings of the Company in accordance with the Articles. Mr. Lau’s remuneration has been fixed at HK\$220,000 per annum, which are determined by the Board with reference to his duties, performance and responsibilities within the Group, the Group’s remuneration policy and the prevailing market conditions.

Save as disclosed in the announcements of the Company dated 4 November 2019 and 14 May 2021 in relation to the commencement of proceedings in the Market Misconduct Tribunal (“MMT”) by the Securities and Futures Commission against China Medical & HealthCare Group Limited and six individuals including, among others, Mr. Lau, for alleged late disclosure of inside information in 2014, respectively and the order of MMT against Mr. Lau for (i) a fine for HK\$300,000 and (ii) an order to attend a Securities and Futures Commission-approved training programme on corporate disclosure regime, directors’ duties and corporate governance, with which Mr. Lau had fully complied (please refer to the Company’s announcements dated 4 November 2019 and 14 May 2021 for details), there is no other information relating to Mr. Lau that is required to be disclosed pursuant to rules 13.51(2)(h) to (v) of the Hong Kong Listing Rules.

(4) Ms. Wong Lok Lam

Ms. Wong Lok Lam, aged 37, is an independent non-executive Director. She is also the chairman of the nomination committee and a member of each of the audit committee and remuneration committee of the Company. Ms. Wong is a qualified lawyer practising in Hong Kong. She graduated from the Chinese University of Hong Kong and obtained a bachelor’s degree in Business Administration (major in Accounting), a Juris Doctor degree, and a Postgraduate Certificate in Laws. Ms. Wong also obtained a Master of Laws from University College London in UK. She qualified as a solicitor in 2012 and has over 10 years of legal and commercial experience in the domestic and international markets. She is also an accredited mediator in Hong Kong. Ms. Wong worked in various international and local law firms in Hong Kong. She is currently the assistant general manager and legal counsel of a family office, the legal consultant of a media company, a consultant of a law firm, and a vice president of a financial brokerage company. Ms. Wong joined the Group in 2020.

Save as disclosed above, Ms. Wong did not hold any directorship in any other public companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years and does not have any relationship with any Directors, Substantial Shareholders, Controlling Shareholders or senior management of the Company.

As at the Latest Practicable Date, Ms. Wong does not have, and is not deemed to have, any interests or short positions in any Shares, underlying shares or debentures (as defined under Part XV of the SFO) of the Company.

Ms. Wong has entered into a letter of appointment with the Company for a term of three years. She is subject to retirement by rotation and re-election at the general meetings of the Company in accordance with the Articles. Ms. Wong’s remuneration has been fixed at HK\$220,000 per annum, which are determined by the Board with reference to her duties, performance and responsibilities within the Group, the Group’s remuneration policy and the prevailing market conditions.

Comba

COMBA TELECOM SYSTEMS HOLDINGS LIMITED

京信通信系統控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2342)

The Companies Law ~~(RAct~~ (as revised)
Company Limited by Shares

Amended and Restated

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

OF

Comba Telecom Systems Holdings Limited
京信通信系統控股有限公司

THE COMPANIES ACT (AS ~~RLAW~~ (REVISED))
COMPANY LIMITED BY SHARES

Amended and Restated
MEMORANDUM OF ASSOCIATION

OF

Comba Telecom Systems Holdings Limited
京信通信系統控股有限公司

(Adopted by the special resolutions passed on 17 May 2012[●])

1. The name of the Company is **Comba Telecom Systems Holdings Limited** 京信通信系統控股有限公司.
2. The Registered Office of the Company shall be at the offices of ~~Codan Trust~~Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
 - (a) to act and to perform all the functions of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a ~~member~~ Member or which are in any manner controlled directly or indirectly by the Company;
 - (b) to act as an investment company and for that purpose to acquire and hold upon any terms and, either in the name of the Company or that of any nominee, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated or carrying on business, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to make payments thereon as called up or in advance of calls or otherwise and to subscribe for the same, whether conditionally or absolutely, and to hold the same with a view to investment, but with the power to vary any investments, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof, and to invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may be from time to time determined.

4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of The Companies ~~Law (Revised)~~ Act (as revised).
5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. If the Company is exempted, it shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is HK\$500,000,000 divided into 5,000,000,000 shares of a nominal or par value of HK\$0.10 each, with power for the Company insofar as is permitted by law to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies ~~Law (Revised)~~ Act (as revised) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether stated to be preference or otherwise shall be subject to the powers hereinbefore contained.
9. The Company may exercise the power contained in the Companies Act (as revised) ~~Law (Revised)~~ to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.

The Companies Act (as revised)~~Law (Revised)~~
Company Limited by Shares

Amended and Restated

ARTICLES OF ASSOCIATION

OF

Comba Telecom Systems Holdings Limited
京信通信系統控股有限公司

(Adopted by the special resolutions passed on 17 May 2012[●])

<p>APPENDIX III DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION</p>
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APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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INTERPRETATION
EXCLUSION OF TABLE A

1. The regulations in Table A in the Schedule to the Companies Law ~~(Revised) Act~~ (as revised) do not apply to the Company.

INTERPRETATION

2. (1) In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<u>WORD</u>	<u>MEANING</u>
“Articles”	these Articles in their present form or as supplemented or amended or substituted from time to time.
“associate”	has the meaning attributed to it in the <u>Hong Kong Listing Rules from time to time</u> rules of the Designated Stock Exchange.
“Auditor”	the auditor of the Company for the time being and may include any individual or partnership.
“Board” or “Directors”	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.
“business day”	a day on which the Designated Stock Exchange generally is open for business of dealing in securities in Hong Kong.
“capital”	the share capital from time to time of the Company.
“clear days”	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”	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction.

APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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“Company”	Comba Telecom Systems Holdings Limited 京信通信系統控股有限公司.
“competent regulatory authority”	a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	a stock exchange in respect of which the shares of the Company are listed or quoted and where such stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company and includes <u>The Stock Exchange of Hong Kong Limited (for so long as the shares of the Company are listed or quoted thereon) and the Singapore Exchange Securities Trading Limited (for so long as the shares of the Company are listed or quoted thereon).</u>
“dollars” and “\$”	dollars, the legal currency of Hong Kong.
<u>“Electronic”</u>	<u>shall have the meaning given to it in the Electronic Transactions Act.</u>
<u>“Electronic Communication”</u>	<u>a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by electromagnetic means in any form through any medium.</u>
<u>“Electronic Means”</u>	<u>shall include sending or otherwise making available to the intended recipients of the communication in Electronic format (including but not limited to means of conference telephone or other communication equipment or facilities as permit all persons to communicate with each other simultaneously and instantaneously).</u>

APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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<u>"electronic meeting"</u>	<u>a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies and other participants by means of Electronic facilities.</u>
<u>"Electronic Signature"</u>	<u>an Electronic symbol or process attached to or logically associated with an Electronic Communication and executed or adopted by a person with the intent to sign the Electronic Communication.</u>
<u>"Electronic Transactions Act"</u>	<u>Electronic Transactions Act (As revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.</u>
"head office"	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.
<u>"Hong Kong Listing Rules"</u>	<u>The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.</u>
<u>"hybrid meeting"</u>	<u>shall mean a general meeting held and conducted by (i) physical attendance by Members and/or proxies and other participants at the Principal Meeting Place and where applicable, one or more Meeting Locations; and (ii) virtual attendance and participation by Members and/or proxies and other participants by means of Electronic facilities.</u>
"Law"	The Companies Act (Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands.
<u>"Meeting Location"</u>	<u>in respect of a general meeting, a place other than the Principal Meeting Place at which persons entitled to attend a general meeting may do so by simultaneous physical attendance and/or participation by Electronic Means.</u>
"Member"	a duly registered holder from time to time of the shares in the capital of the Company.
"month"	a calendar month.

“Notice”	written notice unless otherwise specifically stated and as further defined in these Articles.
“Office”	the registered office of the Company for the time being.
“ordinary resolution”	a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which not less than fourteen (14) clear days Notice has been duly given <u>in accordance with the Articles.</u>
“paid up”	paid up or credited as paid up.
<u>“physical meeting”</u>	<u>shall mean a general meeting held and conducted by physical attendance and participation by Members and/or proxies and other participants at the Principal Meeting Place and where applicable, one or more Meeting Locations.</u>
<u>“Principal Meeting Place”</u>	<u>in respect of a general meeting, the place of the meeting for physical attendance as stated on the notice convening such general meeting and, if there is more than one place of meeting allowing physical attendance specified in such notice, the place of meeting specified as the principal place of meeting or, absent such specification, the first place of meeting as stated on such notice.</u>
“Register”	the principal register and where applicable, any branch register of Members of the Company to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.

“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
“Seal”	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in the Cayman Islands or in any place outside the Cayman Islands.
“Secretary”	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.
“special resolution”	a resolution shall be a special resolution when it has been passed by a majority of not less than three-fourths of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which not less than twenty-one (21) clear days’ Notice <u>has been given in accordance with the Articles</u> , specifying (without prejudice to the power contained in these Articles to amend the same) the intention to propose the resolution as a special resolution, has been duly given. Provided that, except in the case of an annual general meeting, if it is so agreed by a majority in number of the Members having the right to attend and vote at any such meeting, being a majority together holding not less than ninety-five (95) per cent. in nominal value of the shares giving that right and in the case of an annual general meeting, if it is so agreed by all Members entitled to attend and vote thereat, a resolution may be proposed and passed as a special resolution at a meeting of which less than twenty-one (21) clear days’ Notice has been given <u>in accordance with the Articles</u> ;

APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.

“substantial shareholder” the meaning attributed to it in the ~~rules of the Designated Stock Exchange~~ Hong Kong Listing Rules from time to time.

“Statutes” the Law and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles.

“Subsidiary” and “Holding Company” ~~the meanings attributed to them in Section 2 of the Companies Ordinance of Hong Kong as in force at the time of adoption of the Articles.~~ have the meaning as ascribed respectively to the term “subsidiary undertaking” and “parent undertaking” in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

“year” a calendar year.

(2) In these Articles, unless there be something within the subject or context inconsistent with such construction:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include both gender and the neuter;
- (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
- (d) the words:
 - (i) “may” shall be construed as permissive;
 - (ii) “shall” or “will” shall be construed as imperative;
- (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing words or figures in a visible form, and including where the representation takes the form of eElectronic display, provided that both the mode of service of the relevant document or

notice and the Member's election comply with all applicable Statutes, rules and regulations. Sections 8 and 19(3) of the Electronic Transactions Act shall not apply;

- (f) references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
- (g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;
- (h) references to a document being executed include references to it being executed under hand or under seal or by eElectronic sSignature or by Electronic Communication or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, eElectronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not.

SHARE CAPITAL

- 3. (1) The share capital of the Company ~~at the date on which these Articles come into effect~~ shall be divided into shares of a par value of HK\$0.10 each.
- (2) Subject to the Law, the Company's Memorandum and Articles of Association and, where applicable, the rules of any Designated Stock Exchange and/or any competent regulatory authority, any power of the Company to purchase or otherwise acquire its own shares shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it thinks fit.
- (3) Except as allowed by the Law and subject further to compliance with the rules and regulations of the Designated Stock Exchange and any other relevant regulatory authority the Company shall not give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.
- (4) No share shall be issued to bearer.

ALTERATION OF CAPITAL

- 4. The Company may from time to time by ordinary resolution in accordance with the Law alter the conditions of its Memorandum of Association to:
 - (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;

- (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
 - (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine 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";
 - (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association (subject, nevertheless, to the Law), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
 - (e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.
5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the last preceding Article and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company's benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
6. The Company may from time to time by special resolution, subject to any confirmation or consent required by the Law, reduce its share capital or any capital redemption reserve or other undistributable reserve in any manner permitted by law.

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7. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

SHARE RIGHTS

8. (1) Subject to the provisions of the Law and the Memorandum and Articles of Association and to any special rights conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto 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 there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

(2) Subject to the provisions of the Law, the rules of any Designated Stock Exchange and the Memorandum and Articles of Association of the Company, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.
9. Subject to the Law, any preference shares may be issued or converted into shares that, at a determinable date or at the option of the Company or the holder if so authorised by its memorandum of association, are liable to be redeemed on such terms and in such manner as the Company before the issue or conversion may by ordinary resolution of the Members determine. Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Company in general meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all Members alike.

VARIATION OF RIGHTS

10. Subject to the Law and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up), be varied or abrogated by at least three-fourths of the voting rights of the Members holding shares in that class present and voting in person or by proxy at a separate general meeting of Members of the class where the quorum for such meeting shall be holders of at least one-third

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~~of the issued shares of the class be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply, but so that:~~

- ~~(a) the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person (or in the case of a Member being a corporation, its duly authorised representative) or by proxy (whatever the number of shares held by them) shall be a quorum; and~~
- (b) every holder of shares of the class shall be entitled to one vote for every such share held by him.
- (c) [INTENTIONALLY DELETED]

11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking pari passu therewith.

SHARES

12. (1) Subject to the Law, these Articles, any direction that may be given by the Company in general meeting and, where applicable, the rules of any Designated Stock Exchange and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of ~~members~~ Members for any purpose whatsoever.

- (2) The Board may issue warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.
13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Law. Subject to the Law, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
15. Subject to the Law and these Articles, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal or a facsimile thereof and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors 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 any signatures on any such 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.
17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.
- (2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.

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18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.
19. Share certificates shall be issued within the relevant time limit as prescribed by the Law or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20. (1) Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

(2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.
21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Designated Stock Exchange may determine to be the maximum fee payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.

LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money

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presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article.

23. Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

25. Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no ~~member~~ Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.

27. 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. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
31. Any amount payable in respect of a share upon 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 fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.
32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one month's Notice of its intention in that behalf, unless before the

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expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:
- (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
 - (b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.
- (2) If the requirements of any such Notice are not complied with, any share in respect of which such Notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.
35. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.
36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.
37. Any share so forfeited shall be deemed the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.
38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with (if the Directors shall in their discretion so require) interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board determines. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his

liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.

39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.
40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.
41. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.
42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register of its Members and shall enter therein the following particulars, that is to say:
 - (a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
 - (b) the date on which each person was entered in the Register; and

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- (c) the date on which any person ceased to be a Member.
 - (2) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
44. The Register and branch register of Members, as the case may be, shall, as long as it is not closed in accordance with the Articles, be open to inspection for at least two (2) hours on every business day by Members without charge or by any other person, upon a maximum payment of HK\$2.50 or such lesser sum specified by the Board, at the Office or such other place in the Cayman Islands at which the Register is kept in accordance with the Law or, if appropriate, upon a maximum payment of HK\$1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any eElectronic mMeans in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.

RECORD DATES

45. Notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for:
- (a) determining the Members entitled to receive any dividend, distribution, allotment or issue and such record date may be on, or at any time not more than thirty (30) days before or after, any date on which such dividend, distribution, allotment or issue is declared, paid or made;
 - (b) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

TRANSFER OF SHARES

46. Subject to these Articles, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.

47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.
- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the ~~shareholder~~ Member requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.
- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place in the Cayman Islands at which the Register is kept in accordance with the Law.

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49. Without limiting the generality of the last preceding Article, the Board may decline to recognise any instrument of transfer unless:-
- (a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
 - (b) the instrument of transfer is in respect of only one class of share;
 - (c) the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Law or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
 - (d) if applicable, the instrument of transfer is duly and properly stamped.
50. If the Board refuses to register a transfer of any share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.
51. The registration of transfers of shares or of any class of shares may, after notice has been given by advertisement in an appointed newspaper or any other newspapers or by any other means in accordance with the requirements of any Designated Stock Exchange to that effect be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Article will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
53. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death

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or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.

54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 75(2) being met, such a person may vote at meetings.

UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- (2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles of the Company have remained uncashed;
 - (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
 - (c) the Company, if so required by the rules governing the listing of shares on the Designated Stock Exchange, has given notice to, and caused advertisement in newspapers in accordance with the requirements of, the Designated Stock Exchange to be made of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

For the purpose of the foregoing, the “relevant period” means the period commencing twelve (12) 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.

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

GENERAL MEETINGS

56. An annual general meeting of the Company shall be held in each financial year in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it, and such annual general meeting shall generally be held within six months after the end of the Company’s financial year~~other than the year of the Company’s incorporation (within a period of not more than fifteen (15) months after the holding of the last preceding annual general meeting or not more than eighteen (18) months after the date of incorporation, unless a longer period would not infringe the rules of the Designated Stock Exchange, if any)~~ at such time and place as may be determined by the Board. A meeting of Members or any class thereof (including, for the avoidance of doubt, the annual general meeting and any extraordinary general meeting) may be held in such manner either: (a) as a physical meeting in any part of the world and at one or more locations as provided in Article 64(A), or (b) as a hybrid meeting, or (c) as an electronic meeting, as may be determined by the Board in its absolute discretion. If a general meeting is held in more than one location, such meeting shall be deemed to take place at the Principal Meeting Place.
57. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. General meetings may be held in any part of the world as may be determined by the Board.

58. The Board may whenever it thinks fit call extraordinary general meetings. Any one or more Members holding at the date of deposit of the requisition not less than one-tenth of ~~the paid-up~~ the voting rights (on a one vote per share basis) in the share capital of the Company may also make requisition to convene an extraordinary general meeting and add resolutions to the agenda of a meeting. ~~carrying the right of voting at general meetings of the Company shall at all times have the right, by written requisition~~ Such requisition shall be made in writing to the Board or the Secretary of the Company, to require for the purpose of requiring an extraordinary general meeting to be called by the Board for the transaction of any business specified in such requisition; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting, the requisitionist(s) himself (themselves) may do so in the same manner, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting and any extraordinary general meeting at which the passing of a special resolution is to be considered shall be called by not less than twenty-one (21) clear days' Notice. All other extraordinary general meetings may be called by not less than fourteen (14) clear days' Notice ~~in writing.~~ The Notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is ~~but a general meeting~~ may be called by shorter notice, subject to the Law, if it is so agreed:
- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent. (95%) in nominal value of the issued shares giving that right.
- (2) The notice shall specify (a) the time and place and agenda of the meeting, (b) save for an electronic meeting, the place of the meeting, (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the notice shall include a statement to that effect and with details of the Electronic facilities for attendance and participation by Electronic Means at the meeting (which Electronic platform may vary from time to time and from meeting to meeting as the Board, in its sole discretion, may see fit) or where such details will be

made available by the Company prior to the meeting, (d) particulars of resolutions to be considered at the meeting, and, (in case of special business), (e) the general nature of the business. The notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors and the Auditors.

60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

61. (1) All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of:
- (a) the declaration and sanctioning of dividends;
 - (b) consideration and adoption of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet;
 - (c) the election of Directors whether by rotation or otherwise in the place of those retiring;
 - (d) appointment of Auditors (where special notice of the intention for such appointment is not required by the Law) and other officers;
 - (e) the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors;
 - (f) the granting of any mandate or authority to the Directors to offer, allot, grant options over or otherwise dispose of the unissued shares in the capital of the Company representing not more than twenty (20) per cent. in nominal value of its existing issued share capital; and
 - (g) the granting of any mandate or authority to the Directors to repurchase securities of the Company.

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- (2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person or by proxy or (in the case of a Mmember being a corporation) by its duly authorised representative shall form a quorum for all purposes.
62. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.
63. The chairman of the Company shall preside as chairman at every general meeting. If at any meeting the chairman, is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their number to be chairman.
- 63A. If the chairman of a general meeting is participating in the general meeting using Electronic Means and becomes unable to participate in the general meeting using such Electronic Means, another person (determined in accordance with the provisions set out above in this Article) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the Electronic Means.
64. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place (including the form of the meeting and whether to use any Electronic Means therefor) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.

- 64A. (1) In the case of any meeting which will be held in more than one location, the Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by Electronic Means at the Principal Meeting Place and the Meeting Location(s) determined by the Board at its absolute discretion so as to permit all persons to participate in the meeting (including those persons in the Principal Meeting Place and each Meeting Location). Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by Electronic Means is deemed to be present at and shall be counted in the quorum of the meeting.
- (2) All general meetings are subject to the following and, where appropriate, all references to a "Member" or "Members" in this sub-paragraph (2) shall include a proxy or proxies respectively:-
- (a) where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
- (b) Members present in person (or being a corporation, is present by a duly authorised corporate representative) or by proxy at the place of the general meeting, the Principal Meeting Place (if any) and each Meeting Location (if any) and Members participating in an electronic meeting or a hybrid meeting by Electronic Means as described in Article 64A(1) above shall constitute presence in person at such meeting, be counted in the quorum for, and shall entitled to vote at, the general meeting in question if the chairman of the general meeting is satisfied that adequate arrangements and Electronic facilities are available throughout the general meeting to ensure that Members and all participants attending the meeting are able to:-
- (i) communicate simultaneously and instantaneously with the persons present at the other meeting place or places, whether by use of microphones, loudspeakers, audio-visual, other communications equipment or facilities or other Electronic Means; and
- (ii) have access to all documents which are required by the Law and these Articles to be made available at the meeting;
- (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by Electronic Means, a failure (for any reason) of the Electronic facilities, communication equipment or Electronic Means, or

any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members to access, or continue to access, the Electronic facilities despite adequate Electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and

- (d) if any of the Meeting Locations is outside the jurisdiction of the Principal Meeting Place and/or in the case of a hybrid meeting, unless otherwise stated in the notice, the provisions of these Articles concerning the time for lodging proxies, shall apply by reference to the time zone of the Principal Meeting Place;

64B. At any general meeting, the chairman of the meeting may from time to time, for the purpose of ensuring that all persons participating in the meeting to communicate with each other simultaneously and instantaneously, make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place or any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by Electronic Means (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, Electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not able to attend, in person (or being a corporation, is present by a duly authorised corporate representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations and the entitlement of any Member so to attend the meeting or adjourned meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting stated to apply to the meeting.

64C. If it appears to the chairman of the general meeting that:

- (1) the Electronic Means provided for a general meeting have become inadequate or otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the notice convening the meeting; or
- (2) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (3) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting,

then, without prejudice to any other power which the chairman of the meeting may have under these Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

- 64D. The Board (during the process of convening the general meeting) and the chairman of the meeting (during the course of the meeting) may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.
- 64E. All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 64C, any inability of a person or persons to attend or participate in a general meeting by way of Electronic facilities shall not invalidate the proceedings of an/or resolutions passed at that meeting.
- 64F. Without prejudice to other provisions in Articles 64A to 64E, a physical meeting is not precluded from the use of Electronic Means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

VOTING

66. (1) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every Member present in person or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall

have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a general meeting shall be decided by way of a poll save that the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in person (or being a corporation, is present by a duly authorised representative) or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For the purposes of this Article, 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.

- (2) Where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:
- (a) by at least three (3) Members present in person or in the case of a Member being a corporation by its duly authorised representative or by proxy for the time being entitled to vote at the meeting; or
 - (b) by a Member or Members present in person or in the case of a Member being a corporation by its duly authorised representative or by proxy and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting; or
 - (c) by a Member or Members present in person or in the case of a Member being a corporation by its duly authorised representative or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member or in the case of a Member being a corporation by its duly authorised representative shall be deemed to be the same as a demand by that Member.

67. Where a resolution is voted on by a show of hands, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution.

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68. Where a resolution is voted on by way of a poll, the result of the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the rules of the Designated Stock Exchange.
69. [INTENTIONALLY DELETED]
70. [INTENTIONALLY DELETED]
71. On a poll votes may be given either personally or by proxy.
72. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
73. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Articles or by the Law. In the case of an equality of votes, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
74. Where there are joint holders of any share any one of such joint holder may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting 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 for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
75. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such court, and such receiver, committee, curator bonis or other person may vote, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting, as the case may be.

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- (2) Any person entitled under Article 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
76. (1) No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- (2) All Members (including a Member which is a clearing house (or its nominee(s)) shall have the right to attend, speak and vote at a general meeting except where any Member is, under the rules of the Designated Stock Exchange, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted. References to the right of a Member to speak shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by Electronic Means. Subject to Articles 64A to 64D, such right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities.
77. If:
- (a) any objection shall be raised to the qualification of any voter; or
 - (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
 - (c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any

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resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES

78. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A corporation which is a Member may execute a form of proxy under the hand of a duly authorised officer. A Member who is the holder of two or more shares may appoint more than one proxy to represent him to attend and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise as if it were an individual Member present in person at any general meeting.
79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.
80. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
81. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall

be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

82. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting, at which the instrument of proxy is used.
83. Anything which under these Articles a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply mutatis mutandis in relation to any such attorney and the instrument under which such attorney is appointed.

CORPORATIONS ACTING BY REPRESENTATIVES

84. (1) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
- (2) If a clearing house (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives, who enjoy rights equivalent to the rights of other Members, at any general meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person were the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including, where a show of hands is allowed, the right to vote individually on a show of hands or on poll and the right to speak.

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- (3) Any reference in these Articles to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Article.

WRITTEN RESOLUTIONS OF MEMBERS

85. A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Articles, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and where the resolution states a date as being the date of his signature thereof by any Member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Members.

BOARD OF DIRECTORS

86. (1) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two (2). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place by the subscribers to the Memorandum of Association or by a majority of them and thereafter in accordance with Article 87 and shall hold office until their successors are elected or appointed.
- (2) Subject to the Articles and the Law, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy on the Board, or as an addition to the existing Board.
- (3) The Directors shall have the power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy on the Board or as an addition to the existing Board but so that the number of Directors so appointed shall not exceed the maximum number as may be determined from time to time by the Members in general meeting. Any Director appointed by the Board to fill a casual vacancy shall hold office only until the first annual general meeting of the Company after his appointment and be subject to re-election at such meeting. Any Director appointed by the Board as an addition to the existing Board shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election. Any Director appointed under this Article shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at an annual general meeting.

- (4) Neither a Director nor an alternate Director shall be required to hold any shares of the Company by way of qualification and a Director or alternate Director (as the case may be) who is not a Member shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.
- (5) Subject to any provision to the contrary in these Articles the Members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove a Director at any time before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement).
- (6) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (5) above may be filled by the election or appointment by ordinary resolution the Members at the meeting at which such Director is removed.
- (7) The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than two (2).

RETIREMENT OF DIRECTORS

87. (1) Notwithstanding any other provisions in the Articles, at each annual general meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not less than one-third) who have been longest in office shall retire from office by rotation, provided that every Director shall be subject to retirement at least once every three years.
 - (2) As between two or more who have been in office for the same length of time, the Director or Directors to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires. Any Director who wishes to retire and not to offer himself for re-election and any Director appointed pursuant to Article 86(2) or Article 86(3) shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation.
88. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any general meeting unless a Notice signed by a Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his

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intention to propose such person for election and also a Notice signed by the person to be proposed of his willingness to be elected shall have been lodged at the head office within the seven (7)-day period commencing the day after the dispatch of the notice of the general meeting appointed for such election (or such other period, being a period of not less than seven (7) days, commencing no earlier than the day after the dispatch of the notice of such general meeting and ending no later than seven (7) days prior to the date appointed for such general meeting, as may be determined by the Directors from time to time).

DISQUALIFICATION OF DIRECTORS

89. The office of a Director shall be vacated if the Director:
- (1) resigns his office by notice in writing delivered to the Company at the Office or tendered at a meeting of the Board;
 - (2) becomes of unsound mind or dies;
 - (3) without special leave of absence from the Board, is absent from meetings of the Board for six consecutive months, and his alternate Director, if any, shall not during such period have attended in his stead and the Board resolves that his office be vacated; or
 - (4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;
 - (5) is prohibited by law from being a Director; or
 - (6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles.

EXECUTIVE DIRECTORS

90. The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

91. Notwithstanding Articles 96, 97, 98 and 99, an executive director appointed to an office under Article 90 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

92. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person (including another Director) to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointer ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.
93. An alternate Director shall only be a Director for the purposes of the Law and shall only be subject to the provisions of the Law insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.

94. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a Member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
95. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director PROVIDED always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Articles which was in force immediately before his retirement shall remain in force as though he had not retired.

DIRECTORS' FEES AND EXPENSES

96. The ordinary remuneration of the Directors shall from time to time be determined by the Company in general meeting and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.
97. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.
98. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.
99. The Board shall obtain the approval of the Company in general meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

100. A Director may:

- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
- (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, ~~shareholder~~ member or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

101. Subject to the Law and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to

be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 102 herein.

102. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

- (a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or
- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such Notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

103. (1) A Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his associates is materially interested, but this prohibition shall not apply to any of the following matters namely:

- (i) any contract or arrangement for the giving to such Director or his associate(s) any security or indemnity in respect of money lent by him or any of his associates or obligations incurred or undertaken by him or any of his associates at the request of or for the benefit of the Company or any of its subsidiaries;
- (ii) any contract or arrangement for the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his associate(s) has himself/themselves assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;

- (iii) any contract or arrangement concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase, where the Director or his associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
 - (iv) 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 shares or debentures or other securities of the Company; or
 - (v) [INTENTIONALLY DELETED]
 - (vi) any proposal concerning the adoption, modification or operation of a share option scheme, a pension fund or retirement, death or disability benefits scheme or other arrangement which relates both to directors, his associates and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director, or his associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates.
- (2) [INTENTIONALLY DELETED]
- (3) [INTENTIONALLY DELETED]
- (4) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

103A. The Company may by ordinary resolution suspend or relax the provisions of Articles 100 to 103 to any extent allowed by Law, Statutes and rules of the Designated Stock Exchange or ratify any transaction not duly authorised by reason of a contravention of any of Articles 100 to 103.

GENERAL POWERS OF THE DIRECTORS

104. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- (2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.
- (3) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:
- (a) To give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed.
 - (b) To give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.
 - (c) To resolve that the Company be deregistered in the Cayman Islands and continued in a named jurisdiction outside the Cayman Islands subject to the provisions of the Law.

- (4) ~~[INTENTIONALLY DELETED] Except as would, if the Company were a company incorporated in Hong Kong, be permitted by Section 157H of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as in force at the date of adoption of these Articles, and except as permitted under the Law, the Company shall not directly or indirectly:~~
- ~~(i) make a loan to a Director or a director of any holding company of the Company or to any of their respective associates (as defined by the rules, where applicable, of the Designated Stock Exchange);~~
 - ~~(ii) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director; or~~
 - ~~(iii) if any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.~~

~~Article 104(4) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.~~

105. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.
106. The Board may by power of attorney appoint under the Seal any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney

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to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Company's Seal.

107. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
108. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
109. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.

(2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

BORROWING POWERS

110. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Law, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

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111. Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
112. Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
113. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the Members or otherwise, to obtain priority over such prior charge.
- (2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Law, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Law in regard to the registration of charges and debentures therein specified and otherwise.

PROCEEDINGS OF THE DIRECTORS

114. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
115. A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board of which notice may be given in writing or by telephone or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the president or chairman, as the case may be, or any Director.
116. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.
- (2) Directors may participate in any meeting of the Board by ~~means of a conference telephone or other communications equipment~~ Electronic Means through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.

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- (3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
117. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
118. The Board may elect a chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting neither the chairman nor any deputy chairman is present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
119. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
120. (1) The Board may delegate any of its powers, authorities and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
- (2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.
121. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.

122. A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a 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.
123. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

MANAGERS

124. The Board may from time to time appoint a general manager, a manager or managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company.
125. The appointment of such general manager, manager or managers may be for such period as the Board may decide, and the Board may confer upon him or them all or any of the powers of the Board as they may think fit.
126. The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

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OFFICERS

127. (1) The officers of the Company shall consist of a chairman, the Directors and Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Law and these Articles.
- (2) The Directors shall, as soon as may be after each appointment or election of Directors, elect amongst the Directors a chairman and if more than one (1) Director is proposed for this office, the election to such office shall take place in such manner as the Directors may determine.
- (3) The officers shall receive such remuneration as the Directors may from time to time determine.
128. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two (2) or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.
- (2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Law or these Articles or as may be prescribed by the Board.
129. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.
130. A provision of the Law or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

131. (1) The Company shall cause to be kept in one or more books at its Office a Register of Directors and Officers in which there shall be entered the full names and addresses of the Directors and Officers and such other particulars as required by the Law or as the Directors may determine. The Company shall send to the Registrar of Companies in the Cayman Islands a copy of such register, and shall from time to time notify to the said Registrar of any change that takes place in relation to such Directors and Officers as required by the Law.

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MINUTES

132. (1) The Board shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings of each general meeting of the Members, meetings of the Board and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.
- (2) Minutes shall be kept by the Secretary at the Office.

SEAL

133. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal of the Company with the addition of the word "Securities" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Board previously given.
- (2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

134. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

135. (1) The Company shall be entitled to destroy the following documents at the following times:
- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
 - (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;
 - (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
 - (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
 - (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document

destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that: (1) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Article to the destruction of any document include references to its disposal in any manner.

- (2) Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (e) of paragraph (1) of this Article and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Article shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

136. Subject to the Law, the Company in general meeting may from time to time declare dividends in any currency to be paid to the Members but no dividend shall be declared in excess of the amount recommended by the Board.
137. Dividends may be declared and paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed, or paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Law.
138. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
 - (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share; and
 - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

139. The Board may from time to time pay to the Members dividends out of share premium account and/or such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.
140. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
141. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.
142. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
143. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

144. Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.
145. (1) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board 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, provided that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

- (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised (“the non-elected shares”) and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or
- (b) that the 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 Board may think fit. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks’ Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined

as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.

- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Article shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or 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 Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (2) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article shall rank for participation in such distribution, bonus or rights.
- (b) The Board 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 Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (3) The Company may upon the recommendation of the Board 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 ~~shareholders~~ Members to elect to receive such dividend in cash in lieu of such allotment.

- (4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Article shall not be made available or made to any ~~shareholders~~ Members with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall mutatis mutandis apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

RESERVES

146. (1) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. Unless otherwise provided by the provisions of these Articles, the Board may apply the share premium account in any manner permitted by the Law. The Company shall at all times comply with the provisions of the Law in relation to the share premium account.
- (2) Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

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

SUBSCRIPTION RIGHTS RESERVE

149. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Law:
- (1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provisions shall apply:
- (a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article) maintain in accordance with the provisions of this Article a reserve (the

“Subscription Rights Reserve”) the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;

- (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
- (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
 - (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
 - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders; and

- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrant holder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.
- (2) Shares allotted pursuant to the provisions of this Article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrant holder or class of warrant holders under this Article without the sanction of a special resolution of such warrant holders or class of warrant holders.
- (4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and ~~shareholders~~Members.

ACCOUNTING RECORDS

150. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Law or necessary to give a true and fair view of the Company's affairs and to explain its transactions.
151. The accounting records shall be kept at the Office or, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.
152. Subject to Article 153, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 provided that this Article shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.
153. Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 152 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, a summary financial statement derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to a summary financial statement, a complete printed copy of the Company's annual financial statement and the directors' report thereon.
154. The requirement to send to a person referred to in Article 152 the documents referred to in that article or a summary financial report in accordance with Article 153 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, the Company publishes copies of the documents referred to in Article 152 and, if applicable, a summary financial report complying with Article 153, on the Company's computer network or in any other permitted manner

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(including by sending any form of eElectronic eCommunication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

AUDIT

155. (1) At the annual general meeting or at a subsequent extraordinary general meeting in each year, the Members by ordinary resolution shall appoint an auditor to audit the accounts of the Company and such auditor shall hold office until the Members appoint another auditor. Such auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.
- (2) A person, other than a retiring Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice in writing of an intention to nominate that person to the office of Auditor has been given not less than fourteen (14) days before the annual general meeting and furthermore, the Company shall send a copy of any such notice to the retiring Auditor.
- (3) The Members may, at any general meeting convened and held in accordance with these Articles, by ~~special~~ ordinary resolution remove the Auditor at any time before the expiration of his term of office and shall by ordinary resolution at that meeting appoint another Auditor in his stead for the remainder of his term. The Company must not remove its Auditor before the end of the Auditor's term of office without first obtaining the Members' approval at a general meeting by ordinary resolution, and the Auditor shall be allowed to attend such general meeting and make written and/or verbal representations to the Members at such general meeting.
156. Subject to the Law the accounts of the Company shall be audited at least once in every year.
157. The remuneration of the Auditor shall be fixed by the Company in general meeting by ordinary resolution or in such manner as the Members may determine.
158. If the office of auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Directors shall as soon as practicable convene an extraordinary general meeting by ordinary resolution to fill the vacancy.
159. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.

160. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this act and name such country or jurisdiction.

NOTICES

161. Any Notice or document (including any “corporate communication” within the meaning ascribed thereto under the rules of the Designated Stock Exchange), whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or communication and any such Notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of Notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing it on the Company’s website and giving to the Member a notice stating that the notice or other document is available there (a “notice of availability”). The notice of availability may be given to the Member by any of the means (including Electronic Means) set out above. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.

APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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162. Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A notice placed on the Company's website is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;
- (c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and
- (d) may be given to a Member either in the English language or the Chinese language, subject to due compliance with all applicable Statutes, rules and regulations.

163. (1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

APPENDIX III	DETAILS OF PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION
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- (2) A notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him 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, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.
- (3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

SIGNATURES

164. For the purposes of these Articles, a cable or telex or facsimile or eElectronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received.

WINDING UP

165. (1) The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
- (2) A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.
166. (1) Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) (if the Company shall be wound up and the assets available for distribution amongst the Members of the Company shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed pari passu amongst such ~~members~~Members in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, a nearly as may be, the losses shall be borne by the Members in proportion to

the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.

- (2) If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Law, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.
- (3) In the event of winding-up of the Company in Hong Kong, every Member of the Company who is not for the time being in Hong Kong shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person's full name, address and occupation upon whom all summonses, notices, process, orders and judgements in relation to or under the winding-up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee, whether appointed by the Member or the liquidator, shall be deemed to be good personal service on such Member for all purposes, and, where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such Member by advertisement as he shall deem appropriate or by a registered letter sent through the post and addressed to such Member at his address as appearing in the register, and such notice shall be deemed to be service on the day following that on which the advertisement first appears or the letter is posted.

INDEMNITY

167. (1) The Directors, Secretary and other officers and every Auditor for the time being of the Company and the liquidator or trustees (if any) for the time being acting in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done,

concurring in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.

- (2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION
AND NAME OF COMPANY

168. No Article shall be rescinded, altered or amended and no new Article shall be made until the same has been approved by a special resolution of the Members. A special resolution shall be required to alter the provisions of the memorandum of association or to change the name of the Company.

INFORMATION

169. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the ~~members of the Company~~ Members to communicate to the public.

The following is a summary of the principal terms of the rules of the New Share Option Scheme proposed to be adopted at the AGM. It does not form part of, nor is it intended to be part of the rules of the New Share Option Scheme.

1. CONDITION

The New Share Option Scheme is conditional upon (i) the passing of the necessary Shareholders' resolution(s) to approve and adopt the New Share Option Scheme at the general meeting of the Company and (ii) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, and permission to deal in any Shares to be issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the New Share Option Scheme.

2. PURPOSE

The purpose of the New Share Option Scheme is to enable the Board to grant Options to Eligible Participants as incentives or rewards for their contribution or potential contribution to the success of the Group's operations.

3. DURATION

Subject to early termination as may be determined by Shareholders in general meeting, the New Share Option Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date, after which period, no further Options shall be offered or granted but the provisions of the New Share Option Scheme shall remain in full force and effect in all other respects. Share Options granted during the life of the New Share Option Scheme shall continue to be exercisable in accordance with their terms of grant after the termination of the New Share Option Scheme.

4. ELIGIBLE PARTICIPANTS

The eligibility of any of the Eligible Participants shall be determined by the Board from time to time on the basis of the Board's opinion as to the Eligible Participant's contribution to the success of the Group's operations. In assessing whether Options are to be granted to any Eligible Participant, the Board shall take into account various factors, including but not limited to the nature and extent of contributions provided by such Eligible Participant to the Group, the special skills or technical knowledge possessed by them which is beneficial to the continuing development of the Group, the positive impact which such Eligible Participant has brought to the Group's operations and whether granting the Options to such Eligible Participant is an appropriate incentive to such Eligible Participant to continue to contribute towards the Group's operations.

5. GRANT OF OPTIONS

Subject to the rules of the New Share Option Scheme, the Board may, at any time and from time to time during the life of the New Share Option Scheme and on and subject to such terms, conditions, restrictions or limitations as it may think fit in writing offer to grant Options, which may be accepted at a total consideration of HK\$10.00 or such other amount as the Board may determine, to Eligible Participants to subscribe at the Option Price for such numbers of Shares as the Board may determine, provided that the Company may not grant any Options after Inside Information has come to its knowledge until (and including) the business day after it has announced the information. The Company may not grant any Option during the period commencing one month immediately before the earlier of:

- (1) the date of the Board meeting (as such date is first notified to the Hong Kong Stock Exchange under the Hong Kong Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Hong Kong Listing Rules); and
- (2) the deadline for the Company to announce its results for any year or half-year under the Hong Kong Listing Rules, or quarterly or any other interim period (whether or not required under the Hong Kong Listing Rules),

and ending on the date of the results announcement. No Option may be granted during any period of delay in publishing a results announcement. No Option may be granted to any Director during the periods or times in which such Director is prohibited from dealing in the Shares pursuant to the Model Code.

Any offer to grant an Option shall be made in writing and shall specify the Option Price, the number of Shares covered by such Option and any terms and conditions, restrictions and/or limitations applicable to the Option and the Option Period and shall include a statement to the effect that any acceptance thereof shall render the Eligible Participant to whom the offer is made bound by the provisions of the New Share Option Scheme.

6. NUMBER OF SHARES FOR WHICH OPTIONS MAY BE GRANTED

The total number of Shares which may be issued in respect of all options and awards to be granted under the New Share Option Scheme and any other share schemes of the Company (excluding, for this purpose, those Shares underlying all Options or Awards which have lapsed in accordance with the terms of the New Share Option Scheme and any other share schemes of the Company (as the case may be)) must not in aggregate exceed 10% of the Shares in issue as at the Adoption Date (the "**Scheme Mandate Limit**").

The Options or Awards granted under the New Share Option Scheme or any other share schemes of the Company which have been cancelled (not being options and awards which have lapsed in accordance with the terms of the New Share Option Scheme or (as the case may be) any other share schemes of the Company) will be regarded as having

utilized for the purpose of calculating the Scheme Mandate Limit. For the avoidance of doubt, where the Company cancels Options or Awards (including Options under the New Share Option Scheme) granted to an Eligible Participant, and makes a new grant to the same Eligible Participant, such new grant may only be made with available Scheme Mandate Limit approved by the Shareholders.

The Scheme Mandate Limit may be refreshed at any time by obtaining approval of the Shareholders in general meeting after three years from the Adoption Date (or, as the case maybe, the last refreshment of such limit) provided that the new Scheme Mandate Limit as refreshed (the “**New Scheme Mandate Limit**”) must not exceed 10% of the Shares in issue at the date of the Shareholders’ approval of such New Scheme Mandate Limit. Options previously granted under the New Share Option Scheme or any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with the terms of the New Share Option Scheme or any other share schemes of the Company) and those Shares previously granted under the Existing Share Award Scheme will not be counted for the purpose of calculating the total number of Shares subject to the New Scheme Mandate Limit. The Company must send a circular to the Shareholders containing the number of Options and Awards that were already granted under the existing scheme mandate limit, and the reason for the refreshment.

Any refreshment of the Scheme Mandate Limit within any three-year period must be approved by the Shareholders, where any Controlling Shareholders and their associates (or if there is no Controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting and in accordance with the requirements under the Hong Kong Listing Rules.

The Company may also, by obtaining separate approval of the Shareholders in general meeting, grant Options beyond the Scheme Mandate Limit provided the Options in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing the name of each specified Eligible Participant who may be granted such Options, the number and terms of the Options to be granted to each specified Eligible Participant, and the purpose of granting Options to the specified Eligible Participants with an explanation as to how the terms of the Options serve such purpose. The number and terms of Options to be granted to such specified Eligible Participants must be fixed before Shareholders’ approval. In respect of any Options to be granted hereunder, the date of the Board meeting for proposing such grant should be taken as the date of grant of the of the New Share Option Scheme for the purpose of determining the Option Price.

Where any grant of Options to an Eligible Participant would result in the Shares issued and to be issued in respect of all Options and Awards granted to such Eligible Participant (excluding any Options and Awards lapsed in accordance with the terms of the share schemes of the Company) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue (the “**1% individual limit**”), such grant must be separately approved by Shareholders in general meeting with such Eligible Participant and his/her close associates (or associates if the Eligible

Participant is a connected person) abstaining from voting. The identity of the Eligible Participant, number and terms of the Options to be granted shall be fixed before Shareholders' approval and the Company shall send a circular to the Shareholders which shall contain the information required by the Hong Kong Listing Rules. In respect of any Options to be granted hereunder, the date of the Board meeting for proposing such further grant should be taken as the date of grant of the New Share Option Scheme for the purpose of determining the Option Price.

If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options or awards (including Options granted under the New Share Option Scheme) to be granted under all of the share schemes of the Company under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.

Each grant of an Option to a Director, chief executive or Substantial Shareholder of the Company (or any of their respective associates) must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Option).

If a grant of Options to a Substantial Shareholder of the Company or an independent non-executive Director (or any of their respective associates) would result in the Shares issued and to be issued in respect of all Options and Awards granted (excluding any Options and Awards lapsed in accordance with the terms of the New Share Option Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of Options is required to be approved by Shareholders at a general meeting. The grantee, his/her associates and all core connected persons of the Company shall abstain from voting in favour at such general meeting. The number and terms of the Options to be granted shall be fixed before Shareholders' approval and the Company shall send a circular to Shareholders which shall contain the information and the independent non-executive Directors' views required by the Hong Kong Listing Rules.

Any change in the terms of an Option granted to a Director, chief executive or Substantial Shareholder of the Company or (any of their respective associates) must be approved by Shareholders in the manner as set out in Rule 17.04(4) of the Hong Kong Listing Rules if the initial grant of the Option requires such approval (except where the changes take effect automatically under the existing terms of the New Share Option Scheme).

7. ACCEPTANCE OF OFFERS

An offer for the grant of Options may be accepted at a total consideration of HK\$10.00 or such other amount as the Board may determine within 21 days inclusive of, and from, the day on which such offer was made (subject to any determination otherwise by the Board).

8. VESTING PERIOD

An Option which is being offered under a grant are subject to a minimum period not being less than 12 months during which such Option must be held before it is vested and becomes exercisable.

An offer of the grant of an Option not accepted within the acceptance period shall lapse and shall be deemed declined.

9. TRANSFERABILITY OF OPTIONS

An Option shall be personal to the Option Holder and shall not be transferable or assignable and no Option Holder shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or part thereof granted to such Option Holder.

10. RIGHTS OF EXERCISE

Subject to the vesting period, if an Option Holder who at the time of grant of an Option to him was an Eligible Participant ceases to be such an Eligible Participant:

- (i) by reason of ill health or injury or disability (all evidenced to the satisfaction of the Board) or death, then he or (as the case may be) his personal representative(s) may exercise his outstanding Option within 6 months after he so ceases or up to the expiration of the Option Period, whichever is earlier, and such Option to the extent not so exercised shall lapse and determine at the end of the said period of 6 months or at the expiration of the Option Period, whichever is earlier; or
- (ii) because the relevant member of the Group (by reason of his employment or engagement with, or secondment to, qualified him as an Eligible Participant at the time the Option was granted) ceases to be a member of the Group, then he may exercise his outstanding Option within 6 months after he so ceases or up to the expiration of the Option Period, whichever is earlier, and such Option to the extent not so exercised shall lapse and determine at the end of the said period of 6 months or at the expiration of the Option Period, whichever is earlier; or
- (iii) by reason of retirement in accordance with his contract of employment or service, then he may exercise his outstanding Option within 6 months after he so ceases or, if the Board in its absolute discretion determine, within 6 months after the date of his 60th birthday where the retirement takes effect prior to such date, and such Option to the extent not so exercised shall lapse and determine at the end of the said period of 6 months or at the expiration of the Option Period, whichever is earlier; or

- (iv) by reason of voluntary resignation or dismissal, or upon expiration of his term of directorship (unless immediately renewed upon expiration), or by termination of his employment or service in accordance with the termination provisions of his contract of employment or service by the relevant company otherwise than by reason of redundancy, then his outstanding Option shall lapse and determine on the date he so ceases; or
- (v) on the grounds that he has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally or has committed any serious misconduct or has been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the Option Holder or the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder into disrepute), then his outstanding Option shall lapse and determine automatically on, and will not in any event be exercisable on or after, the date of his ceasing to an Eligible Participant; or
- (vi) for any reason other than as described in paragraphs (i), (ii), (iii), (iv) or (v) above, then his Option which is exercisable at the date he so ceases may be exercised to the extent then exercisable within 3 months of the date he so ceases or at the expiration of the Option Period, whichever is earlier, and such Option to the extent not so exercised shall lapse and determine at the end of the said period of three (3) months or at the expiration of the Option Period, whichever is earlier.

Provided always that in each case the Board in its absolute discretion may decide that such Option or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may decide. For the purpose of this paragraph, the date on which a person ceases to be employed by the relevant member of the Group shall be his last working day with the relevant member of the Group.

If the Board in the offer granting the relevant Option have specified that the Option Holder has to meet certain continuing eligibility criteria and that the failure of the Option Holder to meet any such continuing eligibility criterions would entitle the Company to cancel the Option then outstanding (or part thereof), upon the failure of the Option Holder to meet any such continuing eligibility criteria, his outstanding Option shall lapse and determine on the date the Board exercises the Company's right to cancel the Option on the ground of such failure.

11. TAKEOVER OFFERS, LIQUIDATION AND RECONSTRUCTION

In the event a general offer by way of takeover (other than by way of scheme of arrangement pursuant to the paragraph below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled (as defined in the Hong Kong Code on Takeovers and Mergers) by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith

notify all Option Holders who have Options unexercised on the date of such notification and any such Option Holders shall be entitled to exercise such Options in full (to the extent not already exercised) or to the extent as notified by the Company at any time within such period as notified by the Company. For the avoidance of doubt, an Option not so exercised shall remain valid in accordance with its terms and subject to such restrictions as applied to it before the general offer.

In the event a general offer by way of scheme of arrangement is made to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meeting(s), the Company shall forthwith notify all Option Holders who have Options unexercised on the date of such notification and any such Option Holder may at any time thereafter (but before such time as shall be notified by the Company) exercise the Options to their full extent or to the extent notified by the Company.

If under the Companies Act a compromise or arrangement (not being a scheme of arrangement referred to under the preceding paragraph) between the Company and Shareholders or the Company's creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice thereof to all Option Holders on the same date as it despatches the notice which is sent to each Shareholder or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon each Option Holder (or where permitted his personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of the date falling 2 calendar months thereafter and the date on which such compromise or arrangement is sanctioned by the court of the Cayman Islands be entitled to exercise his Option, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of the Cayman Islands and becoming effective. Upon such compromise or arrangement becoming effective, all Options for the time being outstanding shall lapse except insofar as previously exercised hereunder. The Company may thereafter require each Option Holder to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Option Holder in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

If notice is given of a general meeting of the Company at which a resolution will be proposed for the voluntary winding-up of the Company, the Company shall forthwith give notice thereof to all Option Holders and thereupon each Option Holder shall be entitled, at any time no later than 2 business days prior to the proposed general meeting of the Company, to exercise any of his outstanding Option in whole or in part to the extent not already exercised (and notwithstanding any restrictions which would otherwise have prevented such Option from being exercisable at that time). Subject thereto, all Options then outstanding shall lapse and determine on the commencement of the winding-up.

12. PERFORMANCE TARGET AND CLAWBACK MECHANISM

There is no performance target that is generally applicable to the Options, subject to the Board's determination to impose such performance target on a case-by-case basis. Such performance targets, if included, may include a mixture of parameters (including, for example, the business performance and financial performance of the Group and/or department by reference to annual corporate targets and/or goals attained) which may vary among the Eligible Participants.

Save as may be determined by the Board in the relevant grant letter and those provided for under paragraph 10, there is no clawback mechanism for the Company to recover or withhold the Options granted to any Eligible Participant.

13. EXERCISE OF OPTIONS AND LAPSE OF OPTIONS

The Option Holder shall pay the Subscription Price in full at the time of exercise of the Option(s).

Unless otherwise agreed between the Company and the Option Holder, within 30 days of the date upon which the exercise of an Option becomes effective (being the date of receipt of acceptance of the offer), the Shares in respect of which such Option has been exercised shall be allotted and issued and a share certificate in respect of the Shares so allotted shall be issued to the Option Holder.

The Option may be capable of exercise in part (other than to the full extent outstanding) except that the Board shall have the right and discretion to request such partial exercise of the Option to be in such amount or number of Shares as shall represent the board lot in which Shares are for the time being traded on the Hong Kong Stock Exchange or an integral multiple thereof.

The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the articles of associations of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date on which such Shares are allotted and, accordingly, will entitle the holders of such Shares to participate in all dividends or other distributions paid or made on or after the date on which such Shares are allotted, other than any dividends or other distributions previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date of allotment. A Share allotted and issued upon the exercise of an Option shall not carry voting rights until the name of the grantee has been duly entered on the register of members of the Company as the holder thereof.

All grants of Options and/or allotments and issuances of Shares under the New Share Option Scheme will be subject to any necessary consents to be obtained by the relevant Option Holder under any relevant enactments or regulations for the time being in force in the Cayman Islands or elsewhere and it shall be the responsibility of the Option Holder to comply with any requirements to be fulfilled in order to obtain or obviate the necessity for any such consent and the Company shall not be liable for any failure on the

part of the Option Holder to make such compliance or for any tax or other liability to which an Option Holder may become subject as a result of his participation in the New Share Option Scheme.

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 date on which the Option Holder commits a breach of the provision relating to non-transferability and assignability, if the Board shall exercise the Company's right to cancel the Option;
- (iii) the expiry of the relevant periods or the occurrence of the relevant events referred to in paragraph 10; and
- (iv) the expiry of any of the relevant periods referred to in paragraph 11.

14. ADJUSTMENTS

Subject to applicable laws and the requirements under the Hong Kong Listing Rules, upon the occurrence of any Relevant Event:

- (i) the number of Shares comprised in each Option so far as unexercised; and/or
- (ii) the Option Price,

may be adjusted in such manner as the Board (having received, except in the case of an issue of Shares by way of the capitalization of profits or reserves, a statement in writing from the Auditors or an independent financial adviser appointed for such purpose that in their opinion the adjustments proposed satisfy the requirement set out herein) may deem appropriate provided always that (in the case of adjustment to the number of Shares comprised in each outstanding Option) the grantee shall have the same proportion of the equity capital of the Company rounded to the nearest whole share as that to which he was entitled before such adjustments, and that no such adjustments shall be made to the effect of which would enable a Share to be issued at less than its nominal value.

Notwithstanding the paragraph above, any adjustments as a result of an issue of securities with a price-dilutive element, such as a rights issue, open offer or capitalization issue, should also be based on a scrip factor as set out in guidance/interpretation of the Hong Kong Listing Rules as may be issued by the Hong Kong Stock Exchange from time to time (including but not limited to the Hong Kong Stock Exchange's guidance set out in its "Frequently Asked Question" numbered 072-2020).

15. ADMINISTRATION

The decision of the Board in any dispute relating to an Option or matter relating to the New Share Option Scheme shall be final and conclusive, subject to the prior receipt of a statement in writing from the Auditors or an independent financial adviser appointed for such purpose if so required by paragraph 14.

The costs of introducing and administering the New Share Option Scheme shall be borne by the Company.

The New Share Option Scheme shall be subject to the administration by the Board and the decision of the Board shall be final, conclusive and binding on all parties. The Board shall have power from time to time to make or vary regulations for the administration and operation of the New Share Option Scheme, provided that the same are not inconsistent with the Hong Kong Listing Rules.

None of the Directors is a trustee in respect of any Options or Shares or any rights and interests thereunder for the purposes of the New Share Option Scheme.

16. VARIATIONS AND TERMINATION

Subject to paragraph below, the Board may from time to time in its absolute discretion waive or amend such of the rules of the New Share Option Scheme as they deem desirable, provided that, except with the prior approval by Shareholders in general meeting, no alteration shall be made to the New Share Option Scheme:

- (i) to extend or otherwise alter the definition of Eligible Participant; or
- (ii) to alter to the advantage of the Eligible Participants and/or Option Holders (present or future) any of the provisions relating to the matters set out in rule 17.03 of the Hong Kong Listing Rules.

Any amendment to any terms of the New Share Option Scheme which are of a material nature must be approved by Shareholders in general meeting.

Any change to the terms of Options granted to an Eligible Participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders (as the case may be) except where such change takes effect automatically under the existing terms of the New Share Option Scheme.

Any change to the authority of the Board in relation to any alteration to the terms of the New Share Option Scheme must be approved by Shareholders in general meeting.

Any amendment to any terms of the New Share Option Scheme or the Options shall comply with the relevant requirements of Chapter 17 of the Hong Kong Listing Rules.

APPENDIX IV SUMMARY OF RULES OF THE NEW SHARE OPTION SCHEME

The New Share Option Scheme shall continue in force for the period as specified in paragraph 3. The Company may also, with the approval in general meeting of the Company, terminate the New Share Option Scheme at any time following which no further grant of Options shall be offered but in all other respects the rules of the New Share Option Scheme shall continue in full force and effect. Any Options granted prior to such termination, including Options exercised or outstanding under the New Share Option Scheme or in respect of which shares are not yet issued to the Eligible Participant under the New Share Option Scheme, shall continue to be valid and exercisable in accordance with the rules of the New Share Option Scheme.

APPENDIX V SUMMARY OF RULES OF THE NEW SHARE AWARD SCHEME

The following is a summary of the principal terms of the rules of the New Share Award Scheme proposed to be adopted at the AGM. It does not form part of, nor is it intended to be part of the rules of the New Share Award Scheme.

1. CONDITION

The New Share Award Scheme is conditional upon (i) the passing of the necessary Shareholders' resolution(s) to approve and adopt the New Share Award Scheme at a general meeting of the Company and (ii) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, and permission to deal in any Shares to be issued by the Company pursuant to the grant of Awards in accordance with the terms and conditions of the New Share Award Scheme.

2. PURPOSES AND OBJECTIVES

The purpose of the New Share Award Scheme is to enable the Board to grant Awards to Selected Participants to recognize the contributions by them to the Group and to provide them with incentives in order to retain them for the continual operation and development of the Group and to attract suitable personnel for further development of the Group.

3. DURATION

Subject to any early termination as may be determined by the Shareholders pursuant to paragraph 12, the New Share Award Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date.

4. ADMINISTRATION

The New Share Award Scheme shall be subject to the administration of the Board and/or the Trustee) in accordance with these rules of the New Share Award Scheme and the terms of the Trust Deed (as the case may be).

5. OPERATIONS OF SCHEME

5.1 Grant of Awarded Shares to Selected Participants

Subject to the rules of the New Share Award Scheme, the Board may, from time to time, at its absolute discretion select any Eligible Participants to be a Selected Participant and grant to such Selected Participant Awarded Shares by way of share transfer or share allotment as the Board deems fit.

The Board is entitled to impose any conditions, as it deems appropriate with respect to the entitlement of the Selected Participant to the Award and the Administration Committee will inform such Selected Participant the relevant conditions and the number of the Awarded Shares. A Grant Letter setting out, among other things, the number of the Awarded Shares and other terms and conditions of such Award, will be given to the Selected Participant for each Award.

If the Selected Participant fails to meet any conditions set out in the Grant Letter, the Company is entitled to cancel the Award upon the failure of the Selected Participant to meet any such conditions, and such Award shall lapse and determine on the date the Board exercises the Company's right to cancel the Award on the ground of such failure.

The Company may not grant any Awards after Inside Information has come to its knowledge until (and including) the business day after it has announced the information. In addition, the Company may not grant any Awards during the period commencing one month immediately before the earlier of:

- (1) the date of the Board meeting (as such date is first notified to the Hong Kong Stock Exchange under the Hong Kong Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Hong Kong Listing Rules); and
- (2) the deadline for the Company to announce its results for any year or half-year under the Hong Kong Listing Rules, or quarterly or any other interim period (whether or not required under the Hong Kong Listing Rules),

and ending on the date of the results announcement. No Awards may be granted to any Director during the periods or times at which such Director is prohibited from dealing in the Shares pursuant to the Model Code.

5.2 Criteria for Determining Selected Participants

The Board may, from time to time, at its absolute discretion select any Eligible Participants to be a Selected Participant. The eligibility of any of the Selected Participants shall be determined by the Board from time to time on the basis of the Board's opinion as to the Selected Participant's contribution to the success of the Group's operations. In assessing whether Awards are to be granted to any Selected Participant, the Board shall take into account various factors, including but not limited to the nature and extent of contributions provided by such Selected Participant to the Group, the special skills or technical knowledge possessed by them which is beneficial to the continuing development of the Group, the positive impact which such Selected Participant has brought to the Group's operations and whether granting the Awards to such Selected Participant is an appropriate incentive to such Selected Participant to continue to contribute towards the Group's operations.

5.3 Award of Awarded Shares to Selected Participants

- (A) After the Board has determined the number of Awarded Shares and the Selected Participants, it will notify the Administration Committee and Trustee and the Selected Participants on the Date of Grant in writing (the "**Grant Letter**"). Upon receipt of the Grant Letter, the Selected

Participants are required to confirm their acceptance of the Award by returning to the Company a notice of acceptance duly executed by them within 21 days after the Date of Grant without payment unless otherwise stated in the relevant Grant Letter as the Board may determine. If any Selected Participant fails to return the notice of acceptance within the specified period to the Company, the Award automatically lapses forthwith and the Shares pursuant to the Award will become Returned Shares which will be dealt with in accordance with paragraph 9. The Administration Committee will notify the Trustee accordingly of any Award which has not been accepted as soon as practicable after the expiration of the specified period.

- (B) The Board may at any time at its discretion, in respect of each Selected Participant and after having regard to the requirement under paragraph 5.1, cause to be paid an amount (the “**Reference Amount**”) from the Company’s resources into the Account for the relevant Selected Participant for the purchase of the Awarded Existing Shares. The Reference Amount is the sum of (X) the estimated Awarded Amount and (Y) the related purchase expenses (including the brokerage fee, stamp duty, SFC transaction levy, FRC transaction levy and Hong Kong Stock Exchange trading fee) and such other necessary expenses required for the completion of the purchase of all the Awarded Existing Shares. Within 20 business days on which the trading of the Shares has not been suspended (or such longer period as the Board may agree from time to time have regard to the circumstances of the purchase concerned) after receiving the Reference Amount, the Administration Committee or the Trustee shall apply the same towards the purchase of the Awarded Existing Shares at the prevailing market price. Any excess Reference Amount provided shall be returned by the Administration Committee or the Trustee to the Company forthwith after completion of the purchase. Where the Reference Amount paid or caused to be paid to the Administration Committee or the Trustee is not sufficient to purchase all the Awarded Shares at the prevailing market price, the Administration Committee or the Trustee shall acquire the maximum number of board lots of Shares and seek further funds from the Board until all the Awarded Existing Shares are purchased.
- (C) In the event that the Awarded New Shares are to be allotted and issued as new Shares to the Trustee under the Scheme Mandate Limit for the purpose of the Trust, the Board may cause the subscription price for such new Shares to be allotted and issued be transferred from the Company’s resources internally. The Company shall comply with the relevant Hong Kong Listing Rules when issuing the Awarded New Shares.
- (D) The Awarded Shares so acquired and/or subscribed for will, subject to the receipt by the Administration Committee or the Trustee of a confirmation from the Company that all vesting conditions have been fulfilled, be transferred/ allotted to the Selected Participant, as the case may be.

5.4 Vesting or Lapse of Awards

- (A) Any Awarded Shares and Related Income held in the Account or the Trustee upon the Trust and which are referable to a Selected Participant shall vest in that Selected Participant on the date specified as the vesting date of the Grant Letter, which shall be a period of not less than 12 months from the date of grant (the “**Vesting Date**”).
- (B) In respect of a Selected Participant who died or retired at his normal retirement date or earlier by agreement with the Company or the relevant member of the Group or the holding company, fellow subsidiary or associated company of the Company (as the case may be) at any time prior to the Vesting Date, all the Awarded Shares and the Related Income of such Selected Participant shall be deemed to be vested on the date immediately prior to his death or retirement at his normal retirement date or earlier by agreement with the Company or the relevant member of the Group or the holding company, fellow subsidiary or associated company of the Company (as the case may be).
- (C) In the event of the death of a Selected Participant, the Administration Committee or the Trustee shall hold the vested Awarded Shares and the Related Income (hereinafter referred to as “**Benefits**”) upon trust and to transfer the same to the legal personal representatives of the Selected Participant within (i) six months of the death of the Selected Participant (or such longer period as the Administration Committee or the Trustee and the Board shall agree from time to time) or (ii) the Trust Period as referred to in the Trust Deed (whichever is shorter). Notwithstanding the foregoing, the Benefits held upon the trusts hereof shall until transfer is made in accordance herewith be retained and may be invested and otherwise dealt with by the Administration Committee or the Trustee in every way as if they had remained part of the fund in the Account or trust fund of the Trust.
- (D) If the Award would otherwise become bona vacantia, the Award are deemed to be lapsed and the Awarded Amount ceases to be transferable, and, where the purchase of the relevant Awarded Existing Shares on market by the Trustee has not yet been effected and/or completed, the relevant Reference Amount so paid by the Company will be taken out of the Account and returned to the Company immediately. In the event that the purchase of the Awarded Existing Shares on the secondary market by the Trustee has been completed, the Shares attributable to the lapsed Award shall be held by the Trustee as Returned Shares. In such event, none of the Selected Participants (or his legal representative or lawful successor as the case may be) shall have any claim against the Company and the Trustee in respect of the Award.

- (E) Subject to paragraph 5.4(B), in the event (i) a Selected Participant ceases to be an Eligible Participant, or (ii) an order for the winding-up of the Company is made or a resolution is passed for the voluntary winding-up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking assets and liabilities of the Company pass to a successor company) (each of these, an event of “**Total Lapse**”), the Award shall automatically lapse forthwith and all the Awarded Shares and Related Income of such Award shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the New Share Award Scheme.

A Selected Participant ceases to be an Eligible Participant,

- (1) by reason of voluntary resignation or dismissal, or upon expiration of his term of directorship (unless immediately renewed upon expiration), or by termination of his employment or service in accordance with the termination provisions of his contract of employment or service by the Group otherwise than by reason of redundancy; or
- (2) when the relevant member of the Group (by reason of his employment which qualified him as an Eligible Participant at the time the Award was granted) ceases to be a member of the Group; or
- (3) on the grounds that he has committed any act of bankruptcy or has become insolvent or has made arrangements or composition with his creditors generally or has committed any serious misconduct or has been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the Selected Participant or the Group or the relevant Controlling Shareholder into disrepute); or
- (4) if in the absolute discretion and determination of the Board the person is no longer eligible or appropriate to be a Selected Participant,

provided always that in each case the Board in its absolute discretion may decide that such Award or any part thereof shall not so lapse or subject to such conditions or limitations as the Board may decide.

- (F) In the event (i) a Selected Participant is found to be an Excluded Person or (ii) a Selected Participant fails to return duly executed transfer documents/subscription documents prescribed by the Administration Committee or the Trustee for the relevant Awarded Shares within the stipulated period (or on such later dates as may be determined by the Administration Committee or the Trustee) (each of these, an event of “**Partial Lapse**”), the relevant part of an Award made to such Selected Participant shall automatically lapse forthwith and the relevant Awarded Shares and Related Income shall not vest on the relevant Vesting Date but shall become Returned Shares for the purposes of the New Share Award Scheme, provided always that in each case the Board in its absolute discretion may decide that such Award or any part thereof shall not so lapse or subject to such conditions or limitations as the Board may decide.
- (G) Except in the circumstances as set out in paragraph 5.4(B) in respect of the death of a Selected Participant or retirement of a Selected Participant at his normal retirement date or earlier by agreement with the Company or the relevant member of the Group or the holding company, fellow subsidiary or associated company of the Company, or a Total lapse,
- (i) barring any unforeseen circumstances, unless otherwise agreed by the Board, one month prior to any Vesting Date, the Administration Committee or the Trustee shall send to the relevant Selected Participant (with a copy to the Company) a vesting notice together with such prescribed transfer documents which require the Selected Participant to execute to effect the vesting and transfer of the Awarded Shares and the Related Income on the relevant Vesting Date; and
 - (ii) subject to the receipt by the Administration Committee or the Trustee of (a) transfer documents prescribed by the Administration Committee or the Trustee and duly signed by the Selected Participant within the period stipulated in the vesting notice, and (b) a confirmation from the Company that all vesting conditions having been fulfilled, the Administration Committee or the Trustee shall transfer the relevant Awarded Shares and the Related Income to the relevant Selected Participant.

5.5 Transferability of Awards

Any unvested Award made hereunder shall be personal to the Selected Participant to whom it is made and shall not be transferable and assignable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Reference Amount or the unvested Awarded Shares referable to him pursuant to such Award or the Related Income or any of the Returned Shares under the New Share Award

Scheme. Any breach of the foregoing shall entitle the Company to cancel any Award or part thereof granted to such Selected Participant.

5.6 Other Terms and Conditions

- (A) The Awarded Shares will be subject to all the provisions of the articles of associations of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue and, accordingly, will entitle the holders of such Shares to participate in all dividends or other distributions paid or made on or after the date on which such Awarded Shares are transferred/allotted to the Selected Participant (as the case may be), other than any dividends or other distributions previously declared or recommended or resolved to be paid or made with respect to a record date which shall be before the date of transfer/allotment (as the case may be). The Awarded Share shall not carry voting rights until the name of the grantee has been duly entered on the register of members of the Company as the holder thereof.
- (B) For the avoidance of doubt,
- (i) a Selected Participant shall only have a contingent interest in the Awarded Shares and the Related Income which are referable to him subject to the vesting of such Shares in accordance with the paragraph 5.4(A);
 - (ii) a Selected Participant shall have no rights in the Residual Cash or any of the Returned Shares;
 - (iii) no instructions may be given by a Selected Participant to the Administration Committee or the Trust in respect of the Awarded Shares and the Related Income, and such other properties of the Trust;
 - (iv) the Administration Committee or the Trustee shall not exercise the voting rights in respect of any Shares held by the Administration Committee or under the Trust (including but not limited to the Awarded Shares, the Further Shares, any bonus Shares and scrip Shares);
 - (v) a Selected Participant shall have no rights in the fractional share arising out of consolidation of Shares (such Shares shall be deemed as Returned Shares for the purposes of the New Share Award Scheme);
 - (vi) at the absolute discretion and direction of the Board, the sale proceeds of non-scrip and non-cash distribution declared in respect of a Share held by the Administration Committee or upon

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the Trust will be applied towards the purchase of Further Shares, in the event the record date for ascertaining entitlement to distribution in respect of the Shares held by the Administration Committee or upon the Trust is on a date earlier than a Vesting Date but the date of purchase of the Further Shares falls on or after the Vesting Date, the Administration Committee or the Trustee shall transfer such relevant Further Shares to the Selected Participant, after the purchase, subject to the receipt of duly executed prescribed transfer document by the Administration Committee or the Trustee within the stipulated period;

- (vii) in the event a Selected Participant ceases to be an Eligible Participant on the relevant Vesting Date, unless otherwise determined by the Board, the award of the Awarded Shares and the Related Income in respect of the relevant Vesting Date shall automatically lapse in accordance with the terms thereof, such Awarded Shares and Related Income shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company, the Administration Committee or the Trustee;
 - (viii) in the case of the death of a Selected Participant, the Benefits shall be forfeited if no transfer of the Benefits to the legal personal representative of the Selected Participant is made within the period prescribed in paragraph 5.4(C), the legal personal representatives of the Selected Participant shall have no claims against the Company, the Administration Committee or the Trustee;
 - (ix) the Board may in its absolute discretion decide the terms of such Award or the scope of the power of the Trustee and the Administration Committee subject to such conditions or limitations as the Board may decide.
- (C) No payment shall be made to the Account or the Trustee pursuant to paragraph 5.3(B) and (C) and no instructions to acquire Shares shall be given to the Administration Committee or the Trustee under the New Share Award Scheme where any Director is in possession of Inside Information in relation to the Company or where dealings by Directors are prohibited under any code or requirement of the Hong Kong Listing Rules and all applicable laws from time to time.
- (D) In respect of the administration of the New Share Award Scheme, the Company shall comply with all applicable disclosure regulations including without limitation those imposed by the Hong Kong Listing Rules from time to time.

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- (E) Cash income of an Awarded Share or the trust fund of the Trust shall be applied towards (i) for the benefits of the corresponding Selected Participants; and/or (ii) the purchase of Further Shares to be held by the Administration Committee or upon trust referable to the relevant Selected Participants and the payment of the relevant purchase expenses and/or (iii) the remainder, if any, to defray the fees, costs and expenses of the Trust, provided that the application of such cash income in respect of the Awarded Shares shall be subject to the absolute discretion and decision of the Board.
- (F) There is no performance target that is generally applicable to the Awards, subject to the Board's determination to impose such performance target on a case-by-case basis. Such performance targets, if included, may include a mixture of parameters (including, for example, the business performance and financial performance of the Group and/or department by reference to annual corporate targets and/or goals attained) which may vary among the Selected Participants.
- (G) Save as determined by the Board and those provided for under paragraph 5.4(E) and/or in the offer letter of the grant of the relevant Award, there is no clawback mechanism for the Company to recover or withhold the Awards granted to any Selected Participant.

6. TAKEOVER, RIGHT ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME, ETC

- (A) If there occurs an event of change in control of the Company, whether by way of offer, merger, scheme of arrangement or otherwise, unless otherwise directed by the Board at its absolute discretion, all the Awarded Shares and the Related Income shall immediately vest on the date when such change of control event becomes or is declared unconditional and such date shall be deemed the Vesting Date. Subject to the receipt by the Administration Committee or the Trustee of duly executed prescribed transfer documents on or before such time as the Administration Committee or the Trustee may determine, the Administration Committee or the Trustee shall transfer the Awarded Shares and the Related Income to the Selected Participant. For the purpose of this paragraph 6(A), "control" shall have the meaning as specified in the Takeovers Code issued and amended by the SFC from time to time.
- (B) In the event the Company undertakes an open offer of new securities in respect of any Shares which are held by the Administration Committee or the Trustee under the New Share Award Scheme, the Administration Committee or the Trustee shall not subscribe for any new Shares unless otherwise directed by the Board at its absolute discretion. In the event of a rights issue, the Administration Committee or the Trustee shall sell such amount of the nil-paid rights allotted to it as is appropriate and the net proceeds of sale of such rights shall be held as cash income of the Account or the trust fund of the Trust and applied in accordance with paragraph 5.6(E).

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- (C) In the event the Company issues bonus warrants in respect of any Shares which are held by the Administration Committee or the Trustee, the Administration Committee or the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell the bonus warrants created and granted to it, the net proceeds of sale of such bonus warrants shall be held as cash income of the Account or the trust fund of the Trust and shall be applied in accordance with paragraph 5.6(E).
- (D) In the event the Company undertakes a scrip dividend scheme, the Administration Committee or the Trustee shall elect to receive scrip Shares unless otherwise directed by the Board at its absolute discretion.
- (E) In the event the Company undertakes a consolidation of the Shares, all fractional share arising out of such consolidation in respect of the Awarded Shares and the Related Income of a Selected Participant shall be deemed as Returned Shares for the purposes of the New Share Award Scheme and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date.
- (F) In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held by the Administration Committee or upon the Trust, unless otherwise directed by the Board at its absolute discretion, the Administration Committee or the Trustee shall dispose of such distribution and the net sale proceeds therefrom shall be deemed as cash income of a Share held by the Administration Committee or upon the Trust and shall be applied in accordance with paragraph 5.6(E).
- (G) In any event as set out above, the Board may at its absolute discretion give written directions to the Administration Committee or the Trustee to deal with such distribution, dividends or other benefits and rights in respect of or in connection with the Awarded Shares.

7. SCHEME MANDATE LIMIT, INDIVIDUAL LIMIT AND GRANT OF AWARDS TO DIRECTORS, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDERS

- (A) Subject to paragraph 7(B) to 7(I), the Company shall not make any further grant of New Share Award which will result in the aggregate number of Shares underlying all grants of (i) new Shares of the Company; and (ii) options over new Shares made pursuant to any share schemes of the Company (including the Existing Share Option Scheme as renewed, amended and/or supplemented from time to time) to exceed 10% of the total number of issued Shares as at the Adoption Date (the “**Scheme Mandate Limit**”).

APPENDIX V SUMMARY OF RULES OF THE NEW SHARE AWARD SCHEME

Any New Share Awards granted under the New Share Award Scheme which have been cancelled (not being New Share Awards which have lapsed in accordance with the terms of the New Share Award Scheme) will be regarded as having utilized for the purpose of calculating the Scheme Mandate Limit. For the avoidance of doubt, where the Company cancels any New Share Awards granted to a Selected Participant, and makes a new grant to the same Selected Participant, such new grant may only be made with available Scheme Mandate Limit approved by the Shareholders.

- (B) The Scheme Mandate Limit may be refreshed at any time by obtaining approval of the Shareholders in general meeting after three years from the Adoption Date (or, as the case maybe, the last refreshment of such limit) provided that the new Scheme Mandate Limit as refreshed (the “**New Scheme Mandate Limit**”) must not, taking also into account any other share schemes of the Company involving new issuances of Shares, exceed 10% of the Shares in issue at the date of the Shareholders’ approval of such New Scheme Mandate Limit. Awards and options previously granted under the New Share Award Scheme or any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with the terms of the New Share Award Scheme or any other share schemes of the Company) will not be counted for the purpose of calculating the total number of Shares subject to the New Scheme Mandate Limit. The Company must send a circular to the Shareholders containing the number of Awards and options that were already granted under the existing scheme mandate limit, and the reason for the refreshment.
- (C) The Scheme Mandate Limit may also be refreshed within any three-year period from the Adoption Date (or, as the case maybe, the last refreshment of such limit) by obtaining approval of the Shareholders in general meeting PROVIDED THAT in such case, any Controlling Shareholders and their associates (or if there is no Controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at such general meeting and subject to compliance with other applicable requirements under the Hong Kong Listing Rules.
- (D) The Company may also, by obtaining separate approval of the Shareholders in general meeting, grant New Share Awards beyond the Scheme Mandate Limit provided the New Share Awards in excess of the Scheme Mandate Limit are granted only to Selected Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing the name of each specified Selected Participant who may be granted such New Share Awards, the number and terms of the New Share Awards to be granted to each specified Selected Participant, and the purpose of granting New Share Awards to the specified Selected Participants with an explanation as to how the terms of the New Share Awards serve such purpose. The number and terms of New Share Awards to be granted to such specified Selected Participants must be fixed before Shareholders’ approval.

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- (E) Where any grant of Awards to a Selected Participant would result in the Shares issued and to be issued in respect of all awards or options granted to such Selected Participant (excluding any awards or options lapsed in accordance with the terms of the share schemes of the Company) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue (the “1% **individual limit**”), such grant must be separately approved by Shareholders in general meeting with such Selected Participant and his/her close associates (or associates if the Selected Participant is a connected person) abstaining from voting. The identity of the Selected Participant, number and terms of the Awards to be granted shall be fixed before Shareholders’ approval and the Company shall send a circular to the Shareholders which shall contain the information required by the Hong Kong Listing Rules.
- (F) If the Company conducts a share consolidation or subdivision after the Scheme Mandate Limit has been approved in general meeting, the maximum number of Shares that may be issued in respect of all awards or options to be granted under all of the share schemes of the Company under the Scheme Mandate Limit as a percentage of the total number of issued Shares at the date immediately before and after such consolidation or subdivision shall be the same, rounded to the nearest whole Share.
- (G) Each grant of an Award to a Director, chief executive or Substantial Shareholder of the Company (or any of their respective associates) must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Award).
- (H) Where any grant of Awards to a Director (other than an independent non-executive Director) or chief executive of Company, or any of their associates would result in the Shares issued and to be issued in respect of all share awards granted (excluding any awards lapsed in accordance with the terms of the relevant share scheme pursuant to which they are granted) to such person under all share schemes of the Company (excluding, for the avoidance of doubt, any grant of options) in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the relevant class of Shares in issue, such further grant of Awards must be approved by Shareholders at a general meeting. The grantee, his/her associates and all core connected persons of the Company shall abstain from voting in favour at such general meeting. The number and terms of the Awards to be granted shall be fixed before Shareholders’ approval and the Company shall send a circular to Shareholders which shall contain the information and the independent non-executive Directors’ views required by the Hong Kong Listing Rules.

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- (I) If a grant of Award to a Substantial Shareholder of the Company or an independent non-executive Director (or any of their respective associates) would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any options or awards lapsed in accordance with the terms of the relevant share scheme pursuant to which they are granted) to such person under all share schemes of the Company in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of Award is required to be approved by Shareholders at a general meeting. The grantee, his/her associates and all core connected persons of the Company shall abstain from voting in favour at such general meeting. The number and terms of the Awards to be granted shall be fixed before Shareholders' approval and the Company shall send a circular to Shareholders which shall contain the information and the independent non-executive Directors' views required by the Hong Kong Listing Rules.

8. ADJUSTMENTS

- (A) Subject to applicable laws and the requirements under the Hong Kong Listing Rules, upon the occurrence of any Relevant Event, the number of Shares comprised in each Award so far as unvested may be adjusted in such manner as the Board (having received, except in the case of an issue of Shares by way of the capitalization of profits or reserves, a statement in writing from the Auditors or an independent financial adviser appointed for such purpose that in their opinion the adjustments proposed satisfy the requirement set out in this paragraph 8(A)) may deem appropriate provided always that (in the case of adjustment to the number of Shares comprised in each unvested Award) the Selected Participant shall have the same proportion of the equity capital of the Company rounded to the nearest whole share as that to which he was entitled before such adjustments, and that no such adjustments shall be made to the effect of which would enable a Share to be issued at less than its nominal value.
- (B) The issue of any securities by the Company as consideration in a transaction shall not on its own be regarded as a Relevant Event.

9. RETURNED SHARES

Subject to paragraph 12(B)(i), the Administration Committee or the Trustee shall hold Returned Shares exclusively for the benefit of the Eligible Participants (excluding any Excluded Person) generally, as the Administration Committee may in its absolute discretion at any time determine, after having taken into consideration recommendations of the Board.

10. DISPUTES

Any dispute arising in connection with the Scheme shall be referred to the decision of the Board who shall act as experts and not as arbitrators and whose decision shall be final and binding.

11. ALTERATION OF THE SCHEME

(A) The New Share Award Scheme may be altered in any respect by a resolution of the Board except:

- (i) any alteration to the provisions relating to the matters set out in rule 17.03 of the Hong Kong Listing Rules to the advantage of the Selected Participants; or
- (ii) any alterations to the terms and conditions of the New Share Award Scheme which are of a material nature or any change to the terms of Awards granted (except alterations which take effect automatically under the existing terms of the New Share Award Scheme); and
- (iii) any change to the authority of the Directors or Trustee in relation to any alteration to the terms of the New Share Award Scheme,

which shall only be altered with the prior sanction of a resolution of the Shareholders in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any Awards granted or agreed to be granted prior to such alteration. Any alterations to the terms and conditions of the New Share Award Scheme shall comply with the relevant requirements of Charter 17 of the Hong Kong Listing Rules.

(B) Any alteration to the terms and conditions of the Awards granted to a Selected Participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Awards was approved by the Board, the remuneration committee and/or the independent non-executive Directors and/or the Shareholders (as the case may be).

12. TERMINATION

(A) The New Share Award Scheme shall terminate on the earlier of;

- (i) the falling on the 10th anniversary date of the Adoption Date; and
- (ii) such date of early termination as determined by the Shareholders in general meeting provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder.

APPENDIX V SUMMARY OF RULES OF THE NEW SHARE AWARD SCHEME

- (B) Upon termination of the New Share Award Scheme,
- (i) no further grant of Award or Awarded Shares may be made under the New Share Award Scheme and, to the extent any Returned Share(s) are being held under paragraph 9, the Company shall cause such Returned Share(s) to be sold and the proceeds of such sale (after making appropriate deductions in respect of all disposal costs, liabilities and expenses) shall be remitted to the Company forthwith; and
 - (ii) all the Awards of the Selected Participant granted under the New Share Award Scheme shall continue to be valid and effective and become vested in the Selected Participant according to the terms and conditions of the Award and the New Share Award Scheme.
- (C) For the avoidance of doubt, the temporary suspension of the granting of any Award shall not be construed as a decision to terminate the operation of the New Share Award Scheme.



COMBA TELECOM SYSTEMS HOLDINGS LIMITED

京信通信系統控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Hong Kong Stock Code: 2342)

(Singapore Stock Code: STC)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that an annual general meeting of Comba Telecom Systems Holdings Limited (the “**Company**”) will be held at Unit 611, Building 8W, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong on Monday, 22 May 2023 at 11:00 a.m. (Hong Kong time), (or, in case tropical cyclone warning signal no. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions caused by super typhoons” announced by the Hong Kong Government is in force in Hong Kong at any time between 9:00 a.m. (Hong Kong time) and 11:00 a.m. (Hong Kong time) on that day, at the same time and place on Tuesday, 23 May 2023) to transact the following businesses and for the purposes of considering and, if thought fit, passing the following resolutions of the Company with or without amendments:

ORDINARY RESOLUTIONS

1. to receive and adopt the audited consolidated financial statements and the reports of the directors (the “**Director(s)**”) and the auditors of the Company for the year ended 31 December 2022;
2. to declare a final dividend for the year ended 31 December 2022 of HK1.1 cents per share (the “**Share(s)**”) of the Company;
3.
 - (a) to re-elect Mr. Zhang Yue Jun as Director;
 - (b) to re-elect Ms. Huo Xinru as Director;
 - (c) to re-elect Mr. Lau Siu Ki, Kevin as Director;
 - (d) to re-elect Ms. Wong Lok Lam as Director; and
 - (e) to authorize the board of Directors (the “**Board**”) to fix the Directors’ remuneration;
4. to re-appoint Ernst & Young as the auditors of the Company and to authorize the Board to fix their remuneration;

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5. **“THAT:**

- (a) subject to paragraph (c) below, pursuant to the Rules Governing the Listing of Securities (the **“Listing Rules”**) on The Stock Exchange of Hong Kong Limited (the **“Hong Kong Stock Exchange”**), the exercise by the Directors during the Relevant Period (as defined below) of all the powers of the Company to allot, issue and deal with additional Shares of and to make or grant offers and/or agreements to subscribe for Shares, which might require the exercise of such powers be and the same is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) above shall authorize the Directors during the Relevant Period (as defined below) to make or grant offers and/or agreements which might require the exercise of such powers after the end of the Relevant Period (as defined below);
- (c) the aggregate number of Shares allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to the approval in paragraph (a) above, otherwise than pursuant to (i) a Rights Issue (as defined below); or (ii) the exercise of any options granted under the existing and the new share option schemes of the Company; or (iii) any scrip dividend or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the articles of association of the Company (the **“Articles”**) in force from time to time; or (iv) any issue of Shares upon the exercise of rights of subscription or conversion under the terms of any warrants of the Company or any securities which are convertible into Shares, shall not exceed the aggregate of:
 - (aa) 20% of the number of issued Shares as at the date of the passing of this resolution; and
 - (bb) (if the Directors are so authorized by a separate ordinary resolution of the shareholders (the **“Shareholder(s)”**) of the Company) the number of Shares repurchased by the Company subsequent to the passing of this resolution (up to a maximum equivalent to 10% of the number of issued Shares as at the date of the passing of the resolution no. 6),

and the authority pursuant to paragraph (a) of this resolution shall be limited accordingly; and

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(d) for the purpose of this resolution:

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any other applicable laws of the Cayman Islands to be held; or
- (iii) the passing of an ordinary resolution by the Shareholders in general meeting revoking or varying the authority given to the Directors by this resolution;

“**Rights Issue**” means an offer of Shares, or offer or issue of warrants, options or other securities giving rights to subscribe for Shares open for a period fixed by the Directors to holders of Shares on the register on a fixed record date in proportion to their then holdings of Shares (subject to such exclusion or other arrangements as the Directors 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, or the expense or delay which may be involved in determining the existence or extent of any restrictions or obligations under the laws of, or the requirements of, any jurisdiction outside Hong Kong or any recognized regulatory body or any stock exchange outside Hong Kong).”

6. “**THAT:**

- (a) the exercise by the Directors during the Relevant Period (as defined below) of all powers of the Company to purchase the Shares on the Hong Kong Stock Exchange, The Singapore Exchange Securities Trading Limited (“**SGX-ST**”), or any other stock exchange on which the Shares may be listed and recognized by the Securities and Futures Commission and the Hong Kong Stock Exchange for such purpose, and otherwise in accordance with the rules and regulations of the Securities and Futures Commission, the Hong Kong Stock Exchange, the SGX-ST and all other applicable laws in this regard, be and the same is hereby generally and unconditionally approved;

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(b) the aggregate number of Shares which may be purchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period (as defined below) shall not exceed 10% of the number of issued Shares as at the date of the passing of this resolution and the authority pursuant to paragraph (a) of this resolution shall be limited accordingly; and

(c) for the purpose of this resolution:

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any other applicable laws of the Cayman Islands to be held; or
- (iii) the passing of an ordinary resolution by the Shareholders in general meeting revoking or varying the authority given to the Directors by this resolution.”

7. “**THAT** the Directors be and are hereby authorized to exercise the authority referred to in paragraph (a) of the resolution no. 5 above in respect of the share capital of the Company referred to in sub-paragraph (bb) of paragraph (c) of such resolution.”

8. “**THAT:**

(a) the adoption of the share option scheme (the “**New Share Option Scheme**”) (a copy of which is tabled at the meeting and marked “A” and initialled by the chairman of the meeting for identification purpose) and the terms and conditions therein (including the allotment and issuance of new ordinary shares of HK\$0.10 each in the share capital of the Company representing up to 10% of the total number of Shares in issue as of the date hereof upon the exercise of options to be granted under the New Share Option Scheme and any options and awards to be granted under any other share schemes of the Company) be and each is hereby approved subject to and conditional upon the Listing Committee granting the approval for the listing of, and the permission to deal in, the Shares to be issued pursuant to the exercise of the options which may be granted under the New Share Option Scheme (“**Options**”), and

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- (b) the Directors be and are hereby authorized to grant Options pursuant to the New Share Option Scheme subject to such conditions as the Directors may impose, allot and issue Shares which may fall to be issued pursuant to the exercise of Options granted, and do all such acts and execute all such documents as he/she may deem necessary or expedient to implement the New Share Option Scheme.
- (c) conditional upon the New Share Option Scheme becoming effective, the existing share option scheme of the Company as adopted on 3 June 2013 (the “**Existing Share Option Scheme**”) be and is hereby terminated upon the New Share Option Scheme coming into effect (without prejudice to the rights and benefits of and attached to any outstanding options which have been granted under the Existing Share Option Scheme prior to the date of the passing of this resolution).”

9. “THAT

- (a) the adoption of the share award scheme (the “**New Share Award Scheme**”) (a copy of which is tabled at the meeting and marked “B” and initialled by the chairman of the meeting for identification purpose) and the terms and conditions therein (including, to the extent awards granted under the New Share Award Scheme involve new issuance of Shares, the allotment and issuance of new ordinary shares of HK\$0.10 each in the share capital of the Company representing up to 10% of the total number of Shares in issue as of the date hereof upon the award to be granted under the New Share Award Scheme and any options and awards to be granted under any other share schemes of the Company) be and each is hereby approved subject to and conditional upon the Listing Committee granting the approval for the listing of, and the permission to deal in, the Shares to be issued pursuant to the award which may be granted under the New Share Award Scheme, and
- (b) the Directors be and are hereby authorized to grant awarded shares pursuant to the New Share Award Scheme subject to such conditions as the Directors may impose and do all such acts (including attending to the allotment and issue of Shares) and execute all such documents as he/she may deem necessary or expedient to implement the New Share Award Scheme.”

SPECIAL RESOLUTION

10. “THAT

- (a) the proposed amendments (the “**Proposed Amendments**”) to the existing memorandum and articles of association of the Company (the “**Existing Memorandum and Articles**”), the details of which are set out in Appendix III to the circular of the Company dated 26 April 2023, be and are hereby approved;

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- (b) the new amended and restated memorandum and articles of association containing the Proposed Amendments (the “**New Memorandum and Articles**”) (a copy of which is tabled at the meeting and marked “C” and initialled by the chairman of the meeting for identification purpose) be and is hereby approved and adopted in substitution for in its entirety, and to the exclusion of, the Existing Memorandum and Articles with immediate effect, and
- (c) the registered office service provider of the Company and any one Director be and is hereby authorized to do all such further acts and execute all such documents and to attend to any necessary filings and registrations in accordance with the relevant requirements of the applicable laws and regulations in the Cayman Islands, Hong Kong and Singapore, and make all such arrangements as he/she shall, in his/her absolute discretion, deem necessary or expedient in connection with the adoption of the New Memorandum and Articles.”

By order of the Board
Comba Telecom Systems Holdings Limited
Fok Tung Ling
Chairman

Hong Kong, 26 April 2023

Registered office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

*Head office and principal place of
business in Hong Kong:*
Unit 611
Building 8W
Hong Kong Science Park
Pak Shek Kok
New Territories
Hong Kong

Notes:

1. A member entitled to attend and vote at the annual general meeting convened by the above notice is entitled to appoint one or more proxy to attend and, subject to the provisions of the Articles, to vote on his behalf. A proxy need not be a member of the Company but must be present in person at the annual general meeting to represent the member. If more than one proxy is so appointed, the appointment shall specify the number and class of Shares in respect of which each such proxy is so appointed.
2. For Hong Kong Shareholders, in order to be valid, the proxy form must be deposited together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, at the Company’s Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at 17M/F, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong no later than Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time) or not less than 48 hours before the time appointed for holding of any adjourned meeting. Completion and return of a proxy form will not preclude a Shareholder from attending in person and voting at the annual general meeting or any adjournment thereof, should he/she so wish.

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3. For Singapore Shareholders, in order to be valid, the depositor proxy form must be deposited together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, at the Company's Singapore Share Transfer Agent, In.Corp Corporate Services Pte. Ltd., at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 or or by email to shareregistry@incorp.asia, no later than Saturday, 20 May 2023 at 11:00 a.m. (Hong Kong time) or not less than 48 hours before the time appointed for holding of any adjourned meeting. Completion and return of a proxy form will not preclude a Shareholder from attending in person and voting at the annual general meeting or any adjournment thereof, should he/she so wish.
4. For Hong Kong Shareholders, for the purpose of determining Hong Kong Shareholders' entitlements to attend and vote at the annual general meeting, the register of members of the Company in Hong Kong will be closed from Wednesday, 17 May 2023 to Monday, 22 May 2023 (both days inclusive), during which period no transfer of Shares will be registered. The record date for determination of entitlements of the Hong Kong Shareholders to attend and vote at the annual general meeting will be on Monday, 22 May 2023. Hong Kong Shareholders whose names appear on the register of members of the Company in Hong Kong on Monday, 22 May 2023 will be entitled to attend and vote at the annual general meeting. In order to qualify for attending and voting at the annual general meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. (Hong Kong time) on Tuesday, 16 May 2023.

For Singapore Shareholders, in order to qualify for attending and voting at the annual general meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 for registration no later than 5:00 p.m. (Singapore time) on Tuesday, 16 May 2023.

For the purpose of determination of the Shareholders registered under the Company's register of members in Hong Kong and register of members in Singapore for submission of proxy forms to the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited or Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. respectively, any removal of the Shares between the Company's register of members in Hong Kong and register of members in Singapore has to be made by the Shareholders no later than 4:00 p.m. (both Hong Kong and Singapore times) on Thursday, 4 May 2023.

5. For Hong Kong Shareholders, for the purpose of determining Hong Kong Shareholders' entitlements to the final dividend, the register of members of the Company in Hong Kong will be closed from Thursday, 8 June 2023 to Friday, 9 June 2023 (both days inclusive), during which period no transfer of Shares will be registered. The record date for determination of entitlements under the final dividend will be on Friday, 9 June 2023. Hong Kong Shareholders whose names appear on the register of members of the Company in Hong Kong on Friday, 9 June 2023 will be entitled to receive the final dividend. In order to qualify for the final dividend, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. (Hong Kong time) on Wednesday, 7 June 2023. Cheques for the payment of dividend will be despatched to the Hong Kong Shareholders on Monday, 19 June 2023.

For Singapore Shareholders, in order to qualify for the final dividend, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Singapore share transfer agent, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712 for registration no later than 5:00 p.m. (Singapore time) on Wednesday, 7 June 2023.

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For the purpose of determination of the Shareholders registered under the Company's register of members in Hong Kong and register of members in Singapore for receiving the final dividend in Hong Kong dollars or Singapore dollars respectively, any removal of the Shares between the Company's register of members in Hong Kong and the register of members in Singapore has to be made by the Shareholders no later than 4:00 p.m. (both Hong Kong and Singapore times) on Wednesday, 24 May 2023.

The exchange rate for converting Hong Kong dollars into Singapore dollars for the purpose of the final dividend payment in Singapore dollars to Singapore Shareholders will be fixed by the Company in due course.

6. In relation to the proposed resolutions nos. 5 and 7 above, approval is being sought from the Shareholders for the grant to the Directors of a general mandate to authorize the allotment and issue of Shares under the Listing Rules. The Directors have no immediate plans to issue any new Shares other than Shares which may fall to be issued under the share option scheme and the share award scheme of the Company or any scrip dividend scheme which may be approved by Shareholders.
7. In relation to the proposed resolution no. 6 above, the Directors wish to state that they will exercise the powers conferred thereby to repurchase Shares in circumstances which they deem appropriate for the benefit of the Shareholders. An explanatory statement containing the information necessary to enable the Shareholders to make an informed decision to vote on the proposed resolution as required by the Listing Rules is set out in Appendix I to the circular of the Company dated 26 April 2023.
8. In case tropical cyclone warning signal no. 8 or above is hoisted, or a black rainstorm warning signal or "extreme conditions after super typhoons" announced by the Hong Kong Government is in force in Hong Kong at any time between 9:00 a.m. (Hong Kong Time) and 11:00 a.m. (Hong Kong Time) on the date of the annual general meeting, the meeting will be automatically postponed and, by virtue of this notice, be held at the same time and place on Tuesday, 23 May 2023 instead.

The annual general meeting will be held as scheduled when an amber or a red rainstorm warning signal or a tropical cyclone warning signal no. 3 or below is in force. Shareholders should make their own decision whether they would attend the annual general meeting under bad weather conditions. If they choose to do so, they are advised to exercise due care and caution.

9. The Chinese translation of this notice is for reference only, and in case of any inconsistency, the English version shall prevail.