

No. 966425

## THE COMPANIES ACTS

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PUBLIC COMPANY LIMITED BY SHARES

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### Articles of Association OF STANDARD CHARTERED PLC

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6 May 1993  
Amended 3 December 1993  
Amended 5 May 1994  
Amended 9 May 1996  
Amended 8 May 1997  
Amended 11 May 2000  
Amended 18 January 2001  
Amended 3 May 2001  
Amended 2 May 2002  
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# ARTICLES OF ASSOCIATION

of

## STANDARD CHARTERED PLC

(Articles adopted on  
6 May 2020)

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1. Exclusion of other regulations

No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the company.

2. Definitions

In these articles unless the context otherwise requires the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS	MEANING
“address”	includes a number or address used for the purposes of sending or receiving documents or information by electronic means;
“these articles”	means these articles of association as altered from time to time by special resolution and the expression “this article” shall be construed accordingly;
“the auditors”	means the auditors from time to time of the company or, in the case of joint auditors, any one of them;
“the Bank of England base rate”	means the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998;



	means the board of directors from time to time of the company or the directors present at a meeting of the directors at which a quorum is present;
“branch registry”	means any office of the company or of a registrar for the company at which any branch register of members shall for the time being be kept;
“certificated share”	means a share which is not an uncertificated share or a share in respect of which a share warrant has been issued (and not cancelled) and references in these articles to a share being held in certificated form shall be construed accordingly;
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
“clearing house”	means a recognised clearing house within the meaning of Schedule 1 to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or a clearing house recognised by English law or the laws of any other jurisdiction where the shares of the company are listed or quoted on a stock exchange from time to time;
“close associate(s)”	has the meaning given to it in the Hong Kong Listing Rules;
“the Companies Acts”	means every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the company;
“electronic facility”	includes (without limitation) website addresses and conference call systems and any device, system, procedure, method or other facility providing an electronic means of attendance at and/or

participation in a general meeting of the company decided by the board under these articles and specified in the notice of that meeting,

“the holder”	in relation to any shares means the member whose name is entered in the register as the holder of those shares, or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;
“the Hong Kong Listing Rules”	means the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange;
“the Hong Kong Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“limited voting dollar preference shares”	means the non-cumulative preference shares of US\$5.00 each comprised in the capital of the company;
“limited voting euro preference shares”	means the non-cumulative preference shares of €1,000 each comprised in the capital of the company;
“limited voting sterling preference shares”	means the non-cumulative preference shares of £1 each comprised in the capital of the company;
“member”	means a member of the company;
“month”	means calendar month;
“the office”	means the registered office from time to time of the company;
“ordinary shares”	means the ordinary shares of US\$0.50 each comprised in the capital of the company;
“other currency denominated preference shares”	means any preference shares denominated in any currency and comprised in the capital of the company other than the limited voting dollar preference shares and the limited voting

sterling preference shares and including the limited voting euro preference shares, the non-cumulative preference shares of HKD1 each, the non-cumulative preference shares of SGD1 each, the non-cumulative preference shares of INR10 each, the non-cumulative preference shares of AED1 each and the non-cumulative preference shares of KRW5,000 each;

“paid up”	means paid up or credited as paid up;
“participating class”	means a class of shares title to which is permitted by an Operator to be transferred by means of a relevant system;
“person entitled by transmission”	means a person whose entitlement to a certificated share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;
“preference shares”	means the limited voting sterling preference shares, the limited voting dollar preference shares and the other currency denominated preference shares;
“the register”	means the register of members of the company;
“relevant currency”	means any of AED, euro, HKD, INR, KRW or SGD, or any other currency in which any particular series of other currency denominated preference shares is denominated and use of the term “relevant currency” in relation to a particular preference share shall mean the currency in which that share is denominated;
“seal”	means any common or official seal that the company may be permitted to have under the Companies Acts;
“the secretary”	means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes

an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary;

“the uncertificated securities rules”

means any provision of the Companies Acts relating to the holding, exercising of title to, or transfer of uncertificated shares and any legislation, rules or other arrangements made under or by virtue of such provisions;

“uncertificated share”

means a share of a class which is at the relevant time a participating class title to which is recorded on the register as being held in uncertificated form (other than share represented by a share warrant) and references in these articles to a share being held in uncertificated form shall be construed accordingly; and

“United Kingdom”

means Great Britain and Northern Ireland,

references to a document being signed or to a signature include references to its being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Companies Acts;

references to writing include references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise;

words or expressions to which a particular meaning is given by the Companies Acts in force when these articles or any part of these articles are adopted bear (if not inconsistent with the subject matter or context) the same meaning in these articles or that part (as the case may be) save that the word “company” shall include any body corporate;

references to a meeting:

- (A) refer to a meeting convened and held in any manner permitted by these articles, including a general meeting of the company at which any of those entitled to be present attend and participate by means of an electronic facility and/or attend and participate at a satellite meeting, and such persons shall be deemed to be present at that meeting for all purposes of the Companies Acts and these articles and “**attend**”, “**attending**”, “**attendance**”, “**participate**”, “**participating**” and “**participation**” shall be construed accordingly; and

- (B) shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person;

headings and notes are included only for convenience and shall not affect meaning;

references to “AED” are to the lawful currency of the United Arab Emirates, to “HKD” are to the lawful currency of Hong Kong, to “INR” are to the lawful currency of India, to “KRW” are to the lawful currency of the Republic of Korea, to “SGD” are to the lawful currency of Singapore, to “sterling” and “£” are to the lawful currency of the United Kingdom and to “US\$” and “dollars” are to the lawful currency of the United States of America. References to “euro” or to “€” are to the single currency introduced pursuant to the treaty establishing the European Community as amended; and

references to “Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.

3. Limited Liability

The liability of members of the company is limited to the amount, if any, unpaid on the shares in the company held by them.

**NAME**

4. Change of Name

The company may change its name by resolution of the board.

**SHARE CAPITAL**

5. Rights attached to shares

Subject to any requirements of the Hong Kong Listing Rules and to any rights attached to existing shares, any share may be issued with or have attached to it such rights and restrictions as the company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the board may decide. Such rights and restrictions shall apply to the relevant shares as if the same were set out in these articles.

6. Redeemable shares

Subject to any rights attached to existing shares, any share may be issued which is to be redeemed, or is liable to be redeemed at the option of the company or the holder. The board may determine the terms, conditions and manner of redemption of any redeemable shares so

issued. Such terms and conditions shall apply to the relevant shares as if the same were set out in these articles. Where any purchase of shares that have been issued on terms that they are redeemable is to be by tender such tenders shall be available to all shareholders alike.

7. Preference shares

- (A) Issue Save to the extent inconsistent with paragraphs (B) to (J) of this article, the preference shares may be issued from time to time in one or more series (each a “series”) with such rights and subject to such restrictions and limitations as the board may determine in the resolution approving the issue of such series and so that the board shall not be required to attach to any preference shares of any other series the same rights, restrictions and limitations as are attached to preference shares of any series already allocated or in issue. Each series shall be identified in such manner as the board may determine without any such determination or identification requiring any alteration to these articles.
- (B) Distributions The profits of the company available for distribution and permitted by law to be distributed shall be applied, in priority to the payment of any dividend to the holders of ordinary shares and in priority to or pari passu with any payment to the holders of any other class of shares in issue (other than shares which by their terms rank in priority to the preference shares of the relevant series as regards participation in profits), in payment to the holders of the preference shares of each series of a non-cumulative preferential dividend payable in such currency at such rates (whether fixed or calculated by reference to or in accordance with a specified procedure or mechanism), on such dates and on such other terms and conditions as may be determined by the board prior to allotment thereof.
- (C) Rights on a winding-up etc. On a winding up or other return of capital (other than, unless otherwise provided by their terms of issue, a redemption, reduction or purchase by the company of any of its issued shares), the assets of the company available to shareholders shall be applied, in priority to any payment to the holders of ordinary shares and in priority to or pari passu with the holders of any other class of shares in issue (other than shares which by their terms rank in priority to the preference shares of the relevant series in a winding-up or other return of capital), in payment to the holders of the preference shares of each series of a sum equal to the aggregate of:
  - (i) an amount equal to the dividends accrued thereon for the then current dividend period to the date of the

commencement of the winding up or other return of capital, but only to the extent that any such amount was, or would have been, payable as a cash dividend in accordance with or pursuant to this article;

- (ii) an amount equal to any dividend thereon which has been resolved to be paid on or after the date of commencement of the winding-up or other return of capital but which is payable in respect of a dividend period ending on or before such date; and
- (iii) the amount paid up or credited as paid up in respect of the nominal value of such preference shares together with an amount equal to such premium (if any) as may be determined by the board prior to allotment thereof (and so that the board may determine that such premium is payable only in specified circumstances).

(D) Redemption - limited voting dollar preference shares

- (i) Unless otherwise determined by the board in relation to limited voting dollar preference shares of any series prior to allotment thereof, the limited voting dollar preference shares shall, subject to the provisions of the Companies Acts at the time of allotment, be redeemable at the option of the company.
- (ii) In the case of any series of limited voting dollar preference shares which are to be so redeemable:
  - (a) the company may, subject to the provisions of the Companies Acts at the time of allotment, redeem on any redemption date (as hereinafter defined) all or some only of the limited voting dollar preference shares of such series by giving to the holders of such limited voting dollar preference shares to be redeemed not less than 30 days' nor more than 60 days' prior notice in writing (a "notice of redemption") of the relevant redemption date;
  - (b) there shall be paid on each limited voting dollar preference share so redeemed, in US dollars, the aggregate of the nominal amount thereof, any premium credited as paid up on such share and, where applicable, the relevant redemption premium (as hereinafter defined) together with the dividend accrued for the then current dividend period to the redemption date but only to the extent that any such

amount was, or would have been, payable as a cash dividend in accordance with or pursuant to this article.

“Relevant redemption premium” means:

- (1) in the case of limited voting dollar preference shares which entitle the holders thereof to dividends at a fixed rate, an amount calculated in accordance with the following formula as it applies in relation to a redemption date notified under sub-paragraph (ii)(a) above which falls within the period of twelve months commencing on the day following the fifth, sixth, seventh, eighth or ninth anniversary of such first date of allotment (“the relevant date”) as referred to in sub-paragraph (ii)(a) above, as the case may be. In such case the formula for calculation of the relevant redemption premium shall be  $A \times B$ , where:

“A” is the amount of dividend excluding any associated tax credit (not expressed as a percentage) calculated at the date of allotment to which the holder of the limited voting dollar preference share to be redeemed would become entitled in respect of the twelve months following allotment by virtue of the terms of issue thereof on the assumption that such amount of dividend had accrued on the limited voting dollar preference share during such period and was payable at the end of such period and on the further assumption that there shall be no change in the associated tax credit affecting the amount of dividend payable in respect of such period; and

“B” in relation to a redemption date falling within the period of twelve months commencing on the day following the fifth anniversary of the relevant date, is 66.66 per cent.,

or,



in relation to a redemption date falling within the period of twelve months commencing on the day following the sixth anniversary of the relevant date, is 53.33 per cent.,

or,

in relation to a redemption date falling within the period of twelve months commencing on the day following the seventh anniversary of the relevant date, is 40.00 per cent.,

or,

in relation to a redemption date falling within the period of twelve months commencing on the day following the eighth anniversary of the relevant date, is 26.66 per cent.,

or,

in relation to a redemption date falling within the period of twelve months commencing on the day following the ninth anniversary of the relevant date, is 13.33 per cent.

The product of the above formula in respect of a limited voting dollar preference share may, in the board's discretion, be rounded down to the nearest whole US cent; or

- (2) in the case of limited voting dollar preference shares which entitle the holders thereof to dividends at a rate which varies from time to time, in relation to a redemption date notified under sub-paragraph (ii)(a) above which falls prior to the tenth anniversary of the first date of allotment of such limited voting dollar preference shares, an amount per share equal to 3 per cent. of the aggregate of the nominal value and any premium credited as paid up on such share at the date of issue;

and no relevant redemption premium shall be payable when the redemption date falls after the tenth anniversary of the relevant date;

provided that, if permitted by the Companies Acts at the time of allotment of any series of limited voting dollar preference shares, the board may, prior to allotment, fix the date on or by which, or dates between which, the shares of such series are to be or may be redeemed and the amount payable on redemption or the manner of determination of such amount (provided that such amount shall not be determined by reference to the board's or any other person's discretion or opinion) notwithstanding the fact that such dates or amounts fixed by the board may be different from or in addition to any date or amount derived from or set out in the provisions of sub-paragraphs (ii)(a) and (ii)(b) above;

- (c) in the case of redemption of some only of the limited voting dollar preference shares of any series, the company shall for the purpose of determining the particular limited voting dollar preference shares to be redeemed cause a drawing to be made at the office or such other place as the board may approve in the presence of the auditors;
- (d) whether any limited voting dollar preference shares are in certificated form or uncertificated form on the redemption date shall be determined by reference to the register as at 12.01 a.m. on the redemption date or such other time as the board may (subject to the facilities and requirements of the relevant system concerned) in their absolute discretion determine;
- (e) any notice of redemption given under sub-paragraph (ii)(a) above shall specify the applicable redemption date, the particular limited voting dollar preference shares to be redeemed and the redemption price (specifying the amount of the accrued and unpaid dividend per share to be included therein and stating that dividends on the limited voting dollar preference shares to be redeemed will cease to accrue on redemption), and, only in relation to any limited voting dollar preference shares that are to be redeemed and that, on the redemption date, are in certificated form, shall state the place or places at which documents of title in respect of such limited voting dollar preference shares are to be presented and surrendered for redemption and payment of the redemption moneys is to be effected. Upon such redemption date, the company shall redeem the

particular limited voting dollar preference shares to be redeemed on that date subject to the provisions of this paragraph and of the Companies Acts. No defect in the notice of redemption or in the giving thereof shall affect the validity of the redemption proceedings;

- (f) the provisions of this sub-paragraph (ii)(f) shall have effect in relation to limited voting dollar preference shares for the time being issued and registered in the register of members of the company ("registered shares") that are to be redeemed and that, on the redemption date, are in certificated form.

Payments in respect of the amount due on redemption of a registered share shall be made by US dollar cheque drawn on a bank in the City of London or in New York City or upon the request of the holder or joint holders not later than the date specified for the purpose in the notice of redemption by transfer to a US dollar account maintained by the payee with a bank in the City of London or in New York City. Such payment will be made against presentation and surrender of the relative certificate at the place or one of the places specified in the notice of redemption and if any certificate so surrendered includes any limited voting dollar preference shares not to be redeemed on the relevant redemption date the company shall within 14 days thereafter issue to the holder, free of charge, a fresh certificate in respect of such limited voting dollar preference shares, provided that the board may determine that presentation and surrender of certificates shall not be required in which event each certificate shall be void and of no effect as from the date of payment of the amount due on the redemption of the registered shares to which the certificate relates.

All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;

- (g) the provisions of this sub paragraph (ii)(g) shall apply in relation to any limited voting dollar preference shares that are to be redeemed and that, on the redemption date, are in uncertificated form. The board shall be entitled in its absolute discretion to

determine the procedures for the redemption of such limited voting dollar preference shares (subject always to the facilities and requirements of the relevant system concerned). Upon being satisfied that such procedures have been effected, the company shall pay to the holder of the limited voting dollar preference shares concerned the amount due in respect of redemption of such limited voting dollar preference shares. All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;

(h) without prejudice to the generality of sub paragraph (ii)(g) above, but subject as set out in that paragraph:

(1) the procedures for the redemption of any limited voting dollar preference shares may involve or include the sending by the company or by any person on its behalf of an issuer instruction to the operator of the relevant system concerned requesting or requiring the deletion of any computer based entries in the relevant system concerned that relate to the holding of the limited voting dollar preference shares concerned; and/or

(2) the company may, if the board so determines (by notice in writing to the holder concerned, which notice may be included in the notice of redemption concerned) require the holder of the limited voting dollar preference shares concerned to change the form of the limited voting dollar preference shares from uncertificated to certificated form prior to the redemption date (in which case the provisions of sub paragraph (ii)(e) as regards any limited voting dollar preference shares that are to be redeemed and that, on the redemption date, are in certificated form, and sub paragraph (ii)(f) above shall then apply as regards the procedure for redemption);

(i) as from the relevant redemption date the dividend on the limited voting dollar preference shares due for redemption shall cease to accrue except on any such limited voting dollar preference share in respect of which, upon either the due surrender of the certificate or, as the case may be, the warrants and

all unmatured dividend coupons and talons (if any) in respect thereof, in accordance with sub paragraph (ii)(f) above or, if the limited voting dollar preference share was in uncertificated form on the relevant redemption date, the procedures for redemption as referred to in sub paragraph (ii)(g) above having been effected, payment of the redemption moneys due on such redemption date shall be improperly withheld or refused, in which case such dividend, at the rate then applicable, shall be deemed to have continued and shall accordingly continue to accrue from the relevant redemption date to the date of payment of such redemption moneys. Such limited voting dollar preference shares shall not be treated as having been redeemed until the redemption moneys in question together with any accrued dividend thereon shall have been paid;

- (j) if the due date for the payment of the redemption moneys on any limited voting dollar preference share is not a day on which banks in the City of London and in New York City are open for business and on which foreign exchange dealings may be conducted in the City of London and New York City (a "dollar business day") then payment of such moneys will be made on the next succeeding day which is a dollar business day and without any interest or other payment in respect of such delay; and
- (k) the receipt by the holder for the time being of any registered share whether, on the redemption date, such share is in certificated or uncertificated form, (or in the case of joint holders the receipt of any one of them) in respect of the moneys payable on redemption of such registered share shall constitute an absolute discharge to the company in respect thereof.

- (iii) Any limited voting dollar preference shares redeemed pursuant to the provisions of this paragraph (D) shall be cancelled on redemption.

(DD) Redemption - limited voting sterling preference shares

- (i) Unless otherwise determined by the board in relation to limited voting sterling preference shares of any series prior to allotment thereof, the limited voting sterling preference shares shall, subject to the provisions of the Companies

Acts at the time of allotment, be redeemable at the option of the company.

- (ii) In the case of any series of limited voting sterling preference shares which are to be so redeemable:
  - (a) the company may, subject to the provisions of the Companies Acts at the time of allotment, redeem on any redemption date (as hereinafter defined) all or some only of the limited voting sterling preference shares of such series by giving to the holders of such limited voting sterling preference shares to be redeemed not less than 30 days' nor more than 60 days' prior notice in writing (a "notice of redemption") of the relevant redemption date;
  - (b) there shall be paid on each limited voting sterling preference share so redeemed, in pounds sterling, the aggregate of the nominal amount thereof, any premium credited as paid up on such share together with the dividend accrued for the then current dividend period to the redemption date but only to the extent that any such amount was, or would have been, payable as a cash dividend in accordance with or pursuant to this article;
  - (c) in the case of redemption of some only of the limited voting sterling preference shares of any series, the company shall for the purpose of determining the particular limited voting sterling preference shares to be redeemed cause a drawing to be made at the office or such other place as the board may approve in the presence of the auditors;
  - (d) whether any limited voting sterling preference shares are in certificated form or uncertificated form on the redemption date shall be determined by reference to the register as at 12.01 a.m. on the redemption date or such other time as the board may (subject to the facilities and requirements of the relevant system concerned) in their absolute discretion determine;
  - (e) any notice of redemption given under sub paragraph (ii)(a) above shall specify the applicable redemption date, the particular limited voting sterling preference shares to be redeemed and the redemption price (specifying the amount of the accrued and unpaid dividend per share to be included therein and stating

that dividends on the limited voting sterling preference shares to be redeemed will cease to accrue on redemption), and, only in relation to any limited voting sterling preference shares that are to be redeemed and that, on the redemption date, are in certificated form, shall state the place or places at which documents of title in respect of such limited voting sterling preference shares are to be presented and surrendered for redemption and payment of the redemption moneys is to be effected. Upon such redemption date, the company shall redeem the particular limited voting sterling preference shares to be redeemed on that date subject to the provisions of this paragraph and of the Companies Acts. No defect in the notice of redemption or in the giving thereof shall affect the validity of the redemption proceedings;

- (f) the provisions of this sub paragraph (ii)(f) shall apply in relation to any limited voting sterling preference shares that are to be redeemed and that, on the redemption date, are in certificated form. Payments in respect of the amount due on redemption of a limited voting sterling preference share of any series shall be made by sterling cheque drawn on a bank in the City of London or upon the request of the holder or joint holders not later than the date specified for the purpose in the notice of redemption by transfer to a sterling account maintained by the payee with a bank in the City of London. Such payment will be made against presentation and surrender of the relative certificate at the place or one of the places specified in the notice of redemption and if any certificate so surrendered includes any limited voting sterling preference shares not to be redeemed on the relevant redemption date the company shall within 14 days thereafter issue to the holder, free of charge, a fresh certificate in respect of such limited voting sterling preference shares, provided that the board may determine that presentation and surrender of certificates shall not be required in which event each certificate shall be void and of no effect as from the date of payment of the amount due on the redemption of the registered shares to which the certificate relates. All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;

- (g) the provisions of this sub paragraph (ii)(g) shall apply in relation to any limited voting sterling preference shares that are to be redeemed and that, on the redemption date, are in uncertificated form. The board shall be entitled in its absolute discretion to determine the procedures for the redemption of such limited voting sterling preference shares (subject always to the facilities and requirements of the relevant system concerned). Upon being satisfied that such procedures have been effected, the company shall pay to the holder of the limited voting sterling preference shares concerned the amount due in respect of redemption of such limited voting sterling preference shares. All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;
- (h) without prejudice to the generality of sub paragraph (ii)(g) above, but subject as set out in that paragraph:
  - (1) the procedures for the redemption of any limited voting sterling preference shares may involve or include the sending by the company or by any person on its behalf of an issuer instruction to the operator of the relevant system concerned requesting or requiring the deletion of any computer based entries in the relevant system concerned that relate to the holding of the limited voting sterling preference shares concerned; and/or
  - (2) the company may, if the board so determines (by notice in writing to the holder concerned, which notice may be included in the notice of redemption concerned) require the holder of the limited voting sterling preference shares concerned to change the form of the preference shares from uncertificated to certificated form prior to the redemption date (in which case the provisions of sub paragraph (ii)(e) as regards any limited voting sterling preference shares that are to be redeemed and that, on the redemption date, are in certificated form, and sub paragraph (ii)(f) above shall then apply as regards the procedure for redemption);



- (i) as from the relevant redemption date the dividend on the limited voting sterling preference shares due for redemption shall cease to accrue except on any such limited voting sterling preference share in respect of which, upon either the due surrender of the certificate or, if the limited voting sterling preference share was in uncertificated form on the relevant redemption date, the procedures for redemption as referred to in sub paragraph (ii)(g) above having been effected, payment of the redemption moneys due on such redemption date shall be improperly withheld or refused, in which case such dividend, at the rate then applicable, shall be deemed to have continued and shall accordingly continue to accrue from the relevant redemption date to the date of payment of such redemption moneys. Such limited voting sterling preference shares shall not be treated as having been redeemed until the redemption moneys in question together with any accrued dividend thereon shall have been paid;
  - (j) if the due date for the payment of the redemption moneys on any limited voting sterling preference share is not a day on which banks in the City of London are open for business (a "sterling business day") then payment of such moneys will be made on the next succeeding day which is a sterling business day and without any interest or other payment in respect of such delay; and
  - (k) the receipt by the holder for the time being of any limited voting sterling preference share (or in the case of joint holders the receipt by any one of them) in respect of the moneys payable on redemption of such limited voting sterling preference share shall constitute an absolute discharge to the company in respect thereof.
- (iii) Any limited voting sterling preference shares redeemed pursuant to the provisions of this paragraph (DD) shall be cancelled on redemption.

(DDD) Redemption - other currency denominated preference shares

- (i) Unless otherwise determined by the board in relation to other currency denominated preference shares of any series prior to allotment thereof, the other currency denominated preference shares shall, subject to the

provisions of the Companies Acts at the time of allotment, be redeemable at the option of the company.

- (ii) In the case of any series of other currency denominated preference shares which are to be so redeemable:
  - (a) the company may, subject to the provisions of the Companies Acts at the time of allotment, redeem on any redemption date (as hereinafter defined) all or some only of the other currency denominated preference shares of such series by giving to the holders of such other currency denominated preference shares to be redeemed not less than 30 days' nor more than 60 days' prior notice in writing (a "notice of redemption") of the relevant redemption date;
  - (b) there shall be paid on each other currency denominated preference share so redeemed, in the relevant currency, the aggregate of the nominal amount thereof, together with any premium credited as paid up on such share together with the dividend accrued for the then current dividend period to the redemption date but only to the extent that any such amount was, or would have been, payable as a cash dividend in accordance with or pursuant to this article;
  - (c) in the case of redemption of some only of the other currency denominated preference shares of any series, the company shall for the purpose of determining the particular other currency denominated preference shares to be redeemed cause a drawing to be made at the office or such other place as the board may approve in the presence of the auditors for the time being of the Company;
  - (d) whether any other currency denominated preference shares are in certificated form or uncertificated form on the redemption date shall be determined by reference to the register as at 12.01 a.m. on the redemption date or such other time as the board may (subject to the facilities and requirements of the relevant system concerned) in their absolute discretion determine;

- (e) any notice of redemption given under sub paragraph (ii)(a) above shall specify the applicable redemption date, the particular other currency denominated preference shares to be redeemed and the redemption price (specifying the amount of the accrued and unpaid dividend per share to be included therein and stating that dividends on the other currency denominated preference shares to be redeemed will cease to accrue on redemption), and, only in relation to any other currency denominated preference shares that are to be redeemed and that, on the redemption date, are in certificated form, shall state the place or places at which documents of title in respect of such other currency denominated preference shares are to be presented and surrendered for redemption and payment of the redemption moneys is to be effected. Upon such redemption date, the company shall redeem the particular other currency denominated preference shares to be redeemed on that date subject to the provisions of this paragraph and of the Companies Acts. No defect in the notice of redemption or in the giving thereof shall affect the validity of the redemption proceedings;
- (f) the provisions of this sub paragraph (ii)(f) shall apply in relation to any other currency denominated preference shares that are to be redeemed, and that, on the redemption date, are in certificated form. Payments in respect of the amount due on redemption of an other currency denominated preference share of any series shall be made by a cheque in the relevant currency drawn on a bank in the City of London or in the principal financial centre of the country of such relevant currency or upon the request of the holder or joint holders not later than the date specified for the purpose in the notice of redemption by transfer to an account in the relevant currency maintained by the payee with a bank in the City of London or in the principal financial centre of the country of such relevant currency. Such payment will be made against presentation and surrender of the relative certificate at the place or one of the places specified in the notice of redemption and if any certificate so surrendered includes any other currency denominated preference shares not to be redeemed on the relevant redemption date the company shall within 14 days

thereafter issue to the holder, free of charge, a fresh certificate in respect of such other currency denominated preference shares, provided that the board may determine that presentation and surrender of certificates shall not be required in which event each certificate shall be void and of no effect as from the date of payment of the amount due on the redemption of the registered shares to which the certificate relates. All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;

- (g) the provisions of this sub paragraph (ii)(g) shall apply in relation to any other currency denominated preference shares that are to be redeemed and that, on the redemption date, are in uncertificated form. The board shall be entitled in its absolute discretion to determine the procedures for the redemption of such other currency denominated preference shares (subject always to the facilities and requirements of the relevant system concerned). Upon being satisfied that such procedures have been effected, the company shall pay to the holder of the other currency denominated preference shares concerned the amount due in respect of redemption of such other currency denominated preference shares. All payments in respect of redemption moneys will in all respects be subject to any applicable fiscal or other laws;
- (h) without prejudice to the generality of sub paragraph (ii)(g) above, but subject as set out in that paragraph:
  - (1) the procedures for the redemption of any other currency denominated preference shares may involve or include the sending by the company or by any person on its behalf of an issuer instruction to the operator of the relevant system concerned requesting or requiring the deletion of any computer based entries in the relevant system concerned that relate to the holding of the other currency denominated preference shares concerned; and/or
  - (2) the company may, if the board so determines (by notice in writing to the holder concerned, which notice may be included in the notice of

redemption concerned) require the holder of the other currency denominated preference shares concerned to change the form of the other currency denominated preference shares from uncertificated to certificated form prior to the redemption date (in which case the provisions of sub paragraph (ii)(e) as regards any other currency denominated preference shares that are to be redeemed and that, on the redemption date, are in certificated form, and subparagraph (ii)(f) above shall then apply as regards the procedure for redemption);

- (i) as from the relevant redemption date the dividend on the other currency denominated preference shares due for redemption shall cease to accrue except on any such other currency denominated preference share in respect of which, upon either the due surrender of the certificate or, if the other currency denominated preference share was in uncertificated form on the relevant redemption date, the procedures for redemption as referred to in sub paragraph (ii)(g) above having been effected, payment of the redemption moneys due on such redemption date shall be improperly withheld or refused, in which case such dividend, at the rate then applicable, shall be deemed to have continued and shall accordingly continue to accrue from the relevant redemption date to the date of payment of such redemption moneys. Such other currency denominated preference shares shall not be treated as having been redeemed until the redemption moneys in question together with any accrued dividend thereon shall have been paid;
- (j) if the due date for the payment of the redemption moneys on any other currency denominated preference share is not, in the case of a limited voting euro preference share, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer System or any replacement settlement system is operating or, in the case of an other currency denominated preference share denominated in a currency other than euros, a day on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency (in

each case a “business day”) then payment of such moneys will be made on the next succeeding day which is a business day and without any interest or other payment in respect of such delay; and

- (k) the receipt by the holder for the time being of any other currency denominated preference share (or in the case of joint holders the receipt by any one of them) in respect of the moneys payable on redemption of such other currency denominated preference share shall constitute an absolute discharge to the company in respect thereof.
- (iii) Any other currency denominated preference shares redeemed pursuant to the provisions of this paragraph (DDD) shall be cancelled on redemption.

(E) Voting

- (i) The holder of any preference share shall not be entitled to attend or vote at any general meeting of the company except:
  - (a) where the dividend which is (or, but for any applicable provision of paragraph (G) of this article, would be) most recently payable on such share shall not have been paid in full;
  - (b) where a resolution is to be proposed at the meeting varying or abrogating any of the rights, preferences, privileges, limitations or restrictions attached to the class of shares of which such share forms part (and then only to speak and vote upon any such resolution); or
  - (c) in such other circumstances, and upon and subject to such terms, as the board may determine prior to the allotment of such share.
- (ii) If so determined by the board prior to allotment of preference shares of any series, a holder of such shares shall be entitled to join in a requisition of a general meeting of the company in such circumstances, and upon and subject to such terms, as the board may determine prior to such allotment.
- (iii) Whenever holders of preference shares are entitled to vote on a resolution, on a show of hands every such holder shall

be entitled to vote as provided for in the Companies Acts and on a poll every such holder who is present in person or by proxy shall have such number of votes in respect of each preference share held by him as the board may determine prior to the date of allotment of such shares.

(F) No other rights

No preference share shall:

- (i) confer any right to participate in the profits or assets of the company other than that set out in paragraphs (B), (C), (D), (DD) and (DDD) of this article;
- (ii) subject to the Companies Acts, confer any right to participate in any offer or invitation by way of rights or otherwise to subscribe for additional shares in the company; or
- (iii) confer any right to participate in any issue of bonus shares save as set out in sub paragraph (G)(iv) of this article.

(G) Non-payment of dividend

All or any of the following provisions shall apply in relation to preference shares of any series ("relevant preference shares") if so determined by the board prior to allotment thereof:

- (i) (a) if, on any date (the "dividend payment date") on which a dividend (the "relevant dividend") would otherwise fall to be paid on any relevant preference shares, the profits of the company available for distribution are, in the opinion of the board, insufficient to enable payment in full to be made of the relevant dividend, then:
  - (1) none of the relevant dividend shall be payable; or
  - (2) the board shall (after payment in full, or the setting aside of a sum required for payment in full of (1) all dividends payable on or before the dividend payment date on any shares in the capital of the company ranking in priority to the relevant preference shares as to participation in profits and (2) any special dividend referred to in sub paragraph (vii) below), apply such profits, if any, in paying

dividends to the holders of participating shares (as defined below) pro rata to the amounts of dividend on participating shares accrued and payable on or before the relevant date. For the purposes of this paragraph, the expression "participating shares" shall mean the relevant preference shares and any other shares in the capital of the company which rank pari passu as to participation in profits with the relevant preference shares and on which either (x) a dividend is payable on the dividend payment date or (y) arrears of cumulative dividends are unpaid at the dividend payment date

but so that, if the board determines prior to allotment of any relevant preference shares that the provisions of this sub paragraph (i)(a) shall apply in relation thereto, they shall apply one (but not both) of (1) and (2) above;

- (b) if it shall subsequently appear that any such dividend which has been paid in whole or in part should not, in accordance with the provisions of this subparagraph have been so paid, then provided the board shall have acted in good faith, they shall not incur any liability for any loss which any shareholder may suffer in consequence of such payment having been made;
  - (c) for the avoidance of doubt, nothing contained in this article 7 (but subject always to the terms of issue of any relevant preference shares) shall impose on the board any requirement or duty to resolve to distribute in respect of any financial year the whole or any part of the profits of the company available for dividend, or remove or diminish any of the powers, authorities or protections conferred on the board by these articles;
- (ii) if in the opinion of the board the payment of any dividend on the relevant preference shares would breach or cause a breach of the Financial Services Authority's (or its successor's) capital adequacy requirements from time to time applicable to the company and/or any of its subsidiaries, then none of such dividend shall be payable;



- (iii) if a dividend or any part thereof on the relevant preference shares is not paid for the reasons specified in subparagraphs (i) or (ii) above, the holders of such shares shall have no claim in respect of such non-payment save as provided in sub paragraph (iv) below (if applicable);
- (iv) (a) the provisions of this sub paragraph (iv) shall apply where
  - (1) any dividend otherwise payable on a particular date on the relevant preference shares (a “relevant instalment”) is, for the reasons specified in sub paragraphs (i)(a)(1) or (ii) above, not payable;
  - (2) (A) any special dividend referred to in sub paragraph (vii) below shall have been paid in full or a sum shall have been set aside to provide for such payment in full; and  
(B) all dividends which are payable on or before the relevant dividend payment date on any shares in the capital of the company ranking in priority to the relevant preference shares as to participation in profits shall have been paid in full or a sum shall have been set aside to provide for such payment in full or, in the case of any such shares which confer a right to additional shares by way of capitalisation of profits or reserves pursuant to this sub paragraph (iv) or pursuant to provisions similar to those provided in this sub-paragraph (iv), the additional shares to which the holders of such shares are so entitled to receive in the absence of payment of any such dividend shall have been allotted to them; and
  - (3) the amounts (if any) standing to the credit of any of the company’s reserve accounts, including capital redemption reserve (if any) and share premium account (if any), or profit and loss account and available for the purpose are in aggregate sufficient to be

applied and capable of being applied in paying up in full at par additional preference shares on the basis hereinafter provided in this sub paragraph (iv) in respect of the relevant preference shares, together with such additional preference shares as may fall to be allotted in accordance with, or on terms similar to those described in, this sub paragraph (iv) to the holders of any other shares in the capital of the company which rank pari passu as to participation in profits with the relevant preference shares;

- (b) on the date for payment of the relevant instalment had such instalment been paid, the board shall, subject to the Companies Acts, allot and issue credited as fully paid to each holder of relevant preference shares such additional nominal amount of preference shares of the same denomination as the relevant preference shares (disregarding any fractional entitlement) as is equal to an amount determined by multiplying the cash amount of the relevant instalment which would have been payable to him had such instalment been payable (exclusive of any associated tax credit) by a factor to be determined by the board prior to allotment of the relevant preference shares;
- (c) for the purposes of paying up additional preference shares to be allotted pursuant to this sub paragraph (iv), the board shall appropriate, out of such of the accounts or reserves of the company available for the purpose as they shall determine (including any reserve denominated in pounds sterling, U.S. dollars or any relevant currency and permitted by law to be so appropriated), a sum equal to the aggregate nominal amount of the additional preference shares then to be allotted and shall make all appropriations and applications of such sum and all allotments and issues of fully paid preference shares and generally do all acts and things required to give effect thereto as they shall determine to be necessary or expedient for the purpose of giving effect to this sub paragraph (iv);
- (d) (1) this sub paragraph (iv)(d) shall apply in any case where the amounts standing to the credit of the accounts and reserves of the company

available for the purpose are not in aggregate sufficient to allow the company lawfully to allot all or some additional limited voting sterling preference shares or other currency denominated preference shares ("unallotted shares") which would otherwise fall to be allotted pursuant to sub-paragraph (iv)(b) above in respect of the relevant preference shares or in respect of any other shares ranking pari passu with the relevant preference shares as to participation in profits pursuant to this sub paragraph (iv) or pursuant to terms similar to this sub paragraph (iv) but would be sufficient were the company to allot limited voting dollar preference shares of an aggregate nominal amount, determined by the board in the manner described below, equivalent to the aggregate nominal amount of the unallotted shares;

- (2) in any such case the company shall allot to the persons to whom the unallotted shares would have been allotted a number of additional limited voting dollar preference shares of an aggregate nominal amount, credited as fully paid, determined by the board as being equivalent to the aggregate nominal amount of the unallotted shares (had they been allotted), such determination to be made by applying an appropriate rate of exchange (selected by the board) prevailing at the date on which, but for the reasons specified in sub paragraphs (i) or (ii) above, the relevant instalment would have been payable (but so that fractions of a share shall not be allotted);
- (3) such additional limited voting dollar preference shares shall carry such rights as to dividend, capital, voting and otherwise as the board deems expedient for the purpose of ensuring so far as practicable that the holders of such additional limited voting dollar preference shares shall be in no different position from that in which they would have been had they received the unallotted shares and so that (without prejudice to the generality of the foregoing):-

- (A) whenever the effect on such additional limited voting sterling preference shares of any variation or abrogation of the kind referred to in paragraph (I) of this article is, in the opinion of the board, substantially the same as its effect on the limited voting sterling preference shares or other currency denominated preference shares in right of which such additional limited voting dollar preference shares were allotted, then such additional limited voting dollar preference shares shall be treated as forming part of the same class as such limited voting sterling preference shares or other currency denominated preference shares; and
  - (B) for the purposes of any such meeting or written consent as referred to in paragraph (I) of this article and notwithstanding any other provision of these articles, the number of votes exercisable by a holder of such additional limited voting dollar preference shares and the nominal value thereof shall be determined by the board by converting the nominal amount of his holding of such additional limited voting dollar preference shares into sterling, or a relevant currency, as appropriate at the rate of exchange referred to in (2) above (but ignoring any fractions thereby arising);
- (e) as from the date of allotment thereof the additional preference shares so allotted pursuant to this sub paragraph (iv) shall subject as provided in sub paragraph (d) above confer the same rights and be subject to the same limitations as, and shall rank pari passu in all respects with, the relevant preference shares save only as regards participation in the relevant instalment;
- (f) if any additional preference shares falling to be allotted pursuant to this sub paragraph (iv) cannot be allotted by reason of any insufficiency in the amount of shares which the board is authorised to allot in

accordance with Section 551 of the Companies Act 2006, the board shall convene a general meeting, to be held as soon as practicable, for the purpose of considering a resolution or resolutions granting the board appropriate authority to allot shares;

- (v) if any dividend on any relevant preference shares is not paid in full (or a sum is not set aside to provide for its payment in full), the company may not (without the written consent of a majority in nominal value of, or the sanction of a special resolution passed at a separate general meeting of, the holders of relevant preference shares) thereafter redeem, reduce, purchase or otherwise acquire for any consideration any other share capital of the company ranking *pari passu* with or after the relevant preference shares (and may not set aside or establish any sinking fund for any such redemption, reduction, purchase or other acquisition) until such time as dividends on the relevant preference shares in respect of such period as the board shall determine prior to allotment of the relevant preference shares shall have been paid in full (or a sum shall have been set aside to provide for such payment in full);
- (vi) subject as provided in sub-paragraph (vii) below, if any dividend on any relevant preference shares is not paid in full (or a sum is not set aside to provide for its payment in full), no dividend may thereafter be declared or paid on any other share capital of the company ranking as to dividend after the relevant preference shares (and no sum may be set aside for the payment of any such dividend on any other such share capital) until such time as dividends on the relevant preference shares in respect of such period as the board shall determine prior to allotment of the relevant preference shares shall have been paid in full (or a sum shall have been set aside to provide for such payment in full); and
- (vii) in any calendar year, whether or not any dividend on any relevant preference shares has been paid in full and notwithstanding any other provision of these articles, the board may, if it so resolves and subject to the Companies Acts, pay (or set aside a sufficient sum for payment of) a special dividend not exceeding £0.01 per share (or, in the case of US dollar denominated share capital, not exceeding US\$0.01 per share or, in the case of euro denominated share capital, not exceeding €0.01 per share or, in the case of AED-denominated share capital, not exceeding AED0.01 per share or, in the case of HKD-denominated share

capital, not exceeding HKD0.01 per share or, in the case of INR-denominated share capital, not exceeding INR0.01 per share or, in the case of KRW-denominated share capital, not exceeding KRW1 per share or, in the case of SGD-denominated share capital, not exceeding SGD0.01 per share or, in the case of preference shares of any series denominated in another currency, nor exceeding the lowest amount for tender in the relevant currency) on any shares in the capital of the company in respect of which no dividend has previously been paid in that calendar year. References elsewhere in this article to any dividend payable on any preference shares shall not be treated as including a reference to any special dividend paid on any relevant preference shares pursuant to this sub paragraph (vii).

(H) Issue of Further Preference Shares

The company shall be entitled at any time and from time to time and without any consent or sanction of the holders of any preference shares (subject to the terms of issue of any series thereof) to create and issue further preference share capital ranking as regards participation in the profits and assets of the company after or pari passu with such preference shares. Such creation and issue shall be deemed not to alter, vary, affect, modify or abrogate any of the rights attaching to the preference shares (subject as aforesaid) or the ordinary shares and for the avoidance of doubt such rights shall not be deemed to be varied by the alteration of any of the provisions, other than provisions as to pari passu ranking, set out in these articles in respect of any unissued preference shares. Any further series of preference shares ranking, as regards participation in profits or assets, pari passu with the preference shares then in issue may, without their creation or issue being deemed to vary the special rights attaching to the preference shares then in issue (unless otherwise specifically determined by such rights), either carry identical rights in all respects with the preference shares then in issue or carry rights differing therefrom in any respect including, but without prejudice to the foregoing, in that:

- (i) the rate and/or basis of calculating the dividend may differ and the dividend may be cumulative or non-cumulative;
- (ii) such shares may rank for dividends as from such date as may be provided by the terms of issue thereof and the dates for payment of dividend may differ;
- (iii) such shares may be denominated in any currency or, if permitted by law, any basket of currencies;

- (iv) a premium may be payable on return of capital or there may be no such premium;
- (v) such shares may be redeemable at the option of the company or may be non-redeemable;
- (vi) such shares may carry a right to additional shares by way of capitalisation of profits or reserves similar to that attaching to the preference shares; and
- (vii) such shares may be convertible into ordinary shares or any other class of shares ranking as regards participation in the profits and assets of the company pari passu with or after the preference shares, in each case on such terms and conditions as may be prescribed by the terms of issue thereof.

(I) Variation of Rights

Subject to the provisions of the Companies Acts:

- (i) all or any of the rights, preferences, privileges, limitations or restrictions for the time being attached to the preference shares may from time to time (whether or not the company is being wound up) be varied or abrogated with the consent in writing of the holders of not less than three quarters in nominal value of the preference shares of all series in issue or with the sanction of a special resolution passed at a separate general meeting of the holders of the preference shares voting as a single class without regard for series; and
- (ii) all or any of the rights, preferences, privileges, limitations or restrictions for the time being attached to preference shares of any series may be varied or abrogated so as to affect adversely such rights on a basis different from any other series of preference shares with the consent in writing of the holders of not less than three quarters in nominal value of the preference shares of such series or with the sanction of a special resolution passed at a separate general meeting of the holders of preference shares of such series.

All the provisions of these articles as to general meetings of the company shall mutatis mutandis apply to any such separate general meeting, but so that the necessary quorum shall be a person or persons holding or representing by proxy not less than one third in nominal value of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to

one vote for every share of the class held by him, that any holder of shares of the class present in person or by proxy may demand a poll and that at any adjourned meeting of the holders one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum.

(J) Despatch of Notices, etc.

The company shall send or deliver to the registered holders of preference shares a copy of every circular or other document sent or delivered to the holders of the ordinary shares at the same time as it is sent or delivered to the holders of the ordinary shares including, notwithstanding the provisions of paragraph (E), a copy of every notice convening a general meeting of the company.

8. Variation of rights

Subject to the provisions of the Companies Acts, all or any of the rights attached to any existing class of shares may from time to time (whether or not the company is being wound up) be varied 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 (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of those shares. All the provisions of these articles as to general meetings of the company shall, with any necessary modifications, apply to any such separate general meeting, but so that the necessary quorum shall be two persons entitled to vote and holding or representing by proxy not less than one third in nominal value of the issued shares of the class, (excluding any shares of that class held as treasury shares) (but so that at any adjourned meeting one holder entitled to vote and present in person or by proxy (whatever the number of shares held by him) shall be a quorum), that every holder of shares of the class present in person or by proxy and entitled to vote shall be entitled on a poll to one vote for every share of the class held by him (subject to any rights or restrictions attached to any class of shares) and that any holder of shares of the class present in person or by proxy and entitled to vote may demand a poll. The foregoing provisions of this article shall apply to the variation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class and their special rights were to be varied.

9. Pari passu issues

The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking pari passu with them or by the purchase or redemption by the company of any of its own shares.



10. Shares

Subject to the provisions of these articles and to any resolution passed by the company and without prejudice to any rights attached to existing shares, the board may offer, reclassify, allot, grant options over or otherwise deal with or dispose of shares in the company to such persons, at such times and for such consideration and upon such terms as the board may decide.

11. Payment of commission

The company may in connection with the issue of any shares or the sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Companies Acts. Any such commission or brokerage may be satisfied by the payment of cash or by the allotment of fully or partly-paid shares or other securities or partly in one way and partly in the other.

12. Trusts not recognised

Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or required in any way to recognise (even when having notice of it) any interest in any share or (except only as by these articles or by law otherwise provided) any other right in respect of any share other than an absolute right to the whole of the share in the holder.

13. Uncertificated Shares

(A) Pursuant and subject to the uncertificated securities rules, the board may permit title to shares of any class to be evidenced otherwise than by a certificate and title to shares of such a class to be transferred by means of a relevant system and may make arrangements for a class of shares (if all shares of that class are in all respects identical) to become a participating class. Title to shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is at the relevant time a participating class. The board may also, subject to compliance with the uncertificated securities rules, determine at any time that title to any class of shares may from a date specified by the board no longer be evidenced otherwise than by a certificate or that title to such a class shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights.

(B) In relation to a class of shares which is a participating class and for so long as it remains a participating class, no provision of these articles shall apply or have effect to the extent that it is inconsistent in any respect with:-

- (i) the holding of shares of that class in uncertificated form;
- (ii) the transfer of title to shares of that class by means of a relevant system;
- (iii) any provision of the uncertificated securities rules, and
- (iv) the exercise of any powers or functions by the company or the effecting by the company of any actions by means of a relevant system,

and, without prejudice to the generality of this article, no provision of these articles shall apply or have effect to the extent that it is in any respect inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the uncertificated securities rules, of an Operator register of securities in respect of that class of shares in uncertificated form.

(C) Shares of a class which is at the relevant time a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the uncertificated securities rules.

(D) If, under these articles or the Companies Acts, the company is entitled to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over an uncertificated share, then, subject to these articles and the Companies Acts, such entitlement shall include the right of the board to:

- (i) require the holder of that uncertificated share by notice in writing to change that share from uncertificated to certificated form within such period as may be specified in the notice and keep it as a certificated share for as long as the board requires;
- (ii) appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such share as may be required to effect the transfer of such share and such steps shall be as effective as if they had been taken by the registered holder of that share; and

- (iii) take such other action that the board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.
- (E) Unless the board otherwise determines, shares which a member holds in uncertificated form shall be treated as separate holdings from any shares which that member holds in certificated form. However shares held in uncertificated form shall not be treated as forming a class which is separate from certificated shares with the same rights.
- (F) Unless the board otherwise determines or the uncertificated securities rules otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- (G) The company shall be entitled to assume that the entries on any record of securities maintained by it in accordance with the uncertificated securities rules and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and shall accordingly not be liable in respect of any act or thing done or omitted to be done by or on behalf of the company in reliance on such assumption; in particular, any provision of these articles which requires or envisages that action will be taken in reliance on information contained in the register shall be construed to permit that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

## **CERTIFICATES**

### **14. Right to a share certificate**

Every person (except a person to whom the company is not by law required to issue a certificate) whose name is entered in the register as a holder of any certificated shares shall be entitled, without payment, to receive within the time limits prescribed by the Companies Acts (or, if earlier, within any prescribed time limit or within a time specified when the shares were issued) one certificate for all those shares of any one class. In the case of a certificated share held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge to the extent the balance is to be held in certificated form.

15. Replacement of share certificates

If a share certificate is defaced, worn out, lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity as the board may decide and, where it is defaced or worn out, after delivery of the old certificate to the company. Any two or more certificates representing shares of any one class held by any member shall at his request be cancelled and a single new certificate for such shares issued in lieu. Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead. The board may require the payment of any exceptional out-of-pocket expenses of the company incurred in connection with the issue of any certificates under this article. Any one of two or more joint holders may request replacement certificates under this article.

16. Sealing of certificates

Every share certificate shall be executed under a seal or in such other manner as the board, having regard to the terms of issue and any listing requirements, may authorise and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares. The board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be signed by any person.

17. Share certificates sent at holder's risk

Every share certificate sent in accordance with these articles will be sent at the risk of the member or other person entitled to the certificate. The company will not be responsible for any share certificate lost or delayed in the course of delivery.

**LIEN**

18. Company's lien on shares not fully paid

The company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable to the company (whether presently or not) in respect of that share. The company's lien on a share shall extend to every amount payable in respect of it. The board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this article.

19. Enforcing lien by sale

The company may sell, in such manner as the board may decide, any share on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale the board may authorise some person to sign an instrument of transfer of the share sold to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in relation to the sale.

20. Application of proceeds of sale

The net proceeds, after payment of the costs, of the sale by the company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and upon surrender, if required by the company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

## **CALLS ON SHARES**

21. Calls

Subject to the terms of issue, the board may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the company serving upon him at least 14 clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be made payable by instalments. A call may be revoked or postponed, in whole or in part, as the board may decide. A person upon whom a call is made shall remain liable jointly and severally with the successors in title to his shares for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

22. Timing of calls

A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

23. Liability of joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

24. Interest due on non-payment

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate (not exceeding the Bank of England base rate by more than five percentage points), as the board may decide, and all expenses that have been incurred by the company by reason of such non-payment, but the board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.

25. Sums due on allotment treated as calls

Any amount which becomes payable in respect of a share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these articles shall apply as if the sum had become due and payable by virtue of a call.

26. Power to differentiate

The board may on or before the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

27. Payment of calls in advance

The board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and on all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate (not exceeding the Bank of England base rate by more than five percentage points, unless the company by ordinary resolution shall otherwise direct) as the board may decide.

## **FORFEITURE OF SHARES**

28. Notice if call or instalment not paid

If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the board may at any time serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the company by reason of such non-payment.

29. Form of notice

The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited.

30. Forfeiture if non-compliance with notice

If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it have been made, be forfeited by a resolution of the board to that effect and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture. The board may accept the surrender of any share liable to be forfeited and, in that event, references in these articles to forfeiture shall include surrender.

31. Notice after forfeiture

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 but no forfeiture shall be invalidated by any omission or neglect to give notice.

32. Sale of forfeited shares

Until cancelled in accordance with the requirements of the Companies Acts, a forfeited share shall be deemed to be the property of the company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the board shall decide. The board may for the purposes of the disposal authorise some person to sign an instrument of transfer to the designated transferee. The company may receive the consideration (if any) given for the share on its disposal. At any time before a sale or disposition the forfeiture may be cancelled by the board on such terms as the board may decide.

33. Arrears to be paid notwithstanding forfeiture

A person whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the company all moneys which at the date of the forfeiture were payable by him to the company in respect of those shares with interest thereon at such rate (not exceeding the Bank of England base rate by more than

five percentage points) as the board may decide from the date of forfeiture until payment, and the company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.

34. Statutory declaration as for forfeiture

A statutory declaration that the declarant is a director of the company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration shall (subject to the signing of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or disposal.

### **SUSPENSION OF RIGHTS**

35. Suspension of rights where non-disclosure of interest

- (A) Where the holder of any shares in the company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any statutory notice in respect of those shares or, in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular, the company may give the holder of those shares a further notice (a "restriction notice") to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provisions of these articles, be subject to those relevant restrictions accordingly. For the purpose of enforcing the relevant restriction referred to in sub-paragraph (iii) of the definition of "relevant restrictions", the board may give notice to the relevant member requiring the member to change the relevant shares held in uncertificated form to certificated form by the time stated in the notice and to keep them in certificated form for as long as the board requires. The notice may also state that the member may not change any of the relevant shares held in certificated form to uncertificated form. If the member does not comply with the notice, the board may authorise any person to instruct the Operator to change the relevant shares held in uncertificated form to certificated form.
- (B) If after the service of a restriction notice in respect of any shares the board is satisfied that all information required by any statutory



notice relating to those shares or any of them from their holder or any other person appearing to be interested in the shares the subject of the restriction notice has been supplied, the company shall, within seven days, cancel the restriction notice. The company may at any time at its discretion cancel any restriction notice or exclude any shares from it. The company shall cancel a restriction notice within seven days after receipt of a notice in writing that the relevant shares have been transferred pursuant to an arm's length sale.

- (C) Where any restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as he may direct.
- (D) Any new shares in the company issued in right of any shares subject to a restriction notice shall also be subject to the restriction notice, and the board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the restriction notice when such shares are issued.
- (E) Any holder of shares on whom a restriction notice has been served may at any time request the company to give in writing the reason why the restriction notice has been served, or why it remains uncanceled, and within 14 days of receipt of such a notice the company shall give that information accordingly.
- (F) If a statutory notice is given by the company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the failure or omission to do so or the non-receipt of the copy by the holder shall not invalidate such notice.
- (G) This article is in addition to, and shall not in any way prejudice or affect, the statutory rights of the company arising from any failure by any person to give any information required by a statutory notice within the time specified in it. For the purpose of this article a statutory notice need not specify the relevant period, and may require any information to be given before the expiry of the relevant period.
- (H) In this article:

a sale is an "arm's length sale" if the board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person

appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer and a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom. For this purpose an associate (within the definition of that expression in any statute relating to insolvency in force at the date of adoption of this article) shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares;

“person appearing to be interested” in any shares shall mean any person named in a response to a statutory notice or otherwise notified to the company by a member as being so interested or shown in any register or record kept by the company under the Companies Acts as so interested or, taking into account a response or failure to respond in the light of the response to any other statutory notice and any other relevant information in the possession of the company, any person whom the company knows or has reasonable cause to believe is or may be so interested;

“person with a 0.25 per cent. interest” means a person who holds, or is shown in any register or record kept by the company under the Companies Acts as having an interest in, shares in the company which comprise in total at least 0.25 per cent. in number or nominal value of the shares of the company (calculated exclusive of any shares held as treasury shares), or of any class of such shares (calculated exclusive of any shares of that class held as treasury shares), in issue at the date of service of the restriction notice;

“relevant period” means a period of 14 days following service of a statutory notice;

“relevant restrictions” means in the case of a restriction notice served on a person with a 0.25 per cent. interest that:-

- (i) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings;
- (ii) the board may withhold payment of all or any part of any dividends or other moneys payable in respect of the shares and the holder shall not be entitled to receive shares in lieu of dividend;

- (iii) the board may decline to register a transfer of any of the shares which are certificated shares, unless such a transfer is pursuant to an arm's length sale

and in any other case mean only the restriction specified in sub-paragraph (i) of this definition; and

"statutory notice" means a notice served by the company under the Companies Acts requiring particulars of interests in shares or of the identity of persons interested in shares.

## **TRANSFER OF SHARES**

### **36. Transfer**

- (A) Subject to such of the restrictions of these articles as may be applicable:-
  - (i) any member may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in, the uncertificated securities rules, and accordingly no provision of these articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred; and
  - (ii) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the board may approve.
- (B) The transferor of a share shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the register in respect of it.

### **37. Execution of transfer**

The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and (in the case of a partly paid share) the transferee. All instruments of transfer, when registered, may be retained by the company.

### **38. Right to decline registration of partly paid shares**

The board can decline to register any transfer of any share which is not a fully paid share.

39. Other rights to decline registration

- (A) Registration of a transfer of an uncertificated share may be refused in the circumstances set out in the uncertificated securities rules, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- (B) The board may decline to register any transfer of a certificated share unless:-
  - (i) the instrument of transfer is duly stamped or duly certified or otherwise shown to the satisfaction of the board to be exempt from stamp duty and is left at the office or such other place as the board may from time to time determine accompanied (save in the case of a transfer by a person to whom the company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the board may reasonably require to show the right of the person signing the instrument of transfer to make the transfer and, if the instrument of transfer is signed by some other person on his behalf, the authority of that person so to do;
  - (ii) the instrument of transfer is in respect of only one class of share; and
  - (iii) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.
- (C) For all purposes of these articles relating to the registration of transfers of shares, the renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer and the board shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

40. No fee for registration

No fee shall be charged by the company for registering any transfer, document or instruction relating to or affecting the title to any share or for making any other entry in the register.

## UNTRACED SHAREHOLDERS

### 41. Power of sale of shares held by untraced shareholders

- (A) The company may sell any certificated shares in the company on behalf of the holder of, or person entitled by transmission to, the shares at the best price reasonably obtainable at the time of sale or, if the shares are registered on the branch register in Hong Kong, by instructing a member of the Hong Kong Stock Exchange to sell them at the best price reasonably obtainable at the time of sale if:-
- (i) for a 12-year period, (a) the shares have been in issue either in certificated or uncertificated form, (b) at least three cash dividends have become payable on the shares, and (c) no cash dividend payable on the shares has been cashed or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system or by any other means determined in accordance with article 124 ;
  - (ii) after the 12-year period, the company has:
    - (a) sent a notice to that person's last known address or the address at which service of notices may be effected under these articles giving notice of its intention to sell the shares. Before sending such notice, the company must have used such efforts as it considers reasonable to trace the relevant holder or person entitled by transmission; or
    - (b) if the holder's shares are registered on the branch register in Hong Kong, complied with any obligation under the Hong Kong Listing Rules for it to publish advertisements in the newspapers in Hong Kong giving notice of its intention to sell the shares;
  - (iii) during the 12-year period and for three months after (a) sending the notice or (b) (if relevant) publishing the advertisements (or the last of the advertisements if published on different dates), referred to in (ii) above, the company has not received any communication from the holder of, or person entitled by transmission to, the shares, and
  - (iv) if the shares are registered on the branch register in Hong Kong, the company has given notice to the Hong Kong Stock Exchange of its intention to make the sale.

- (B) The company shall also be entitled to sell at the best price reasonably obtainable at the time of sale or, if the shares are registered on the branch register in Hong Kong, to instruct a member of the Hong Kong Stock Exchange to sell at the best price reasonably obtainable at the time of sale, any additional certificated shares in the company issued either in certificated or uncertificated form in right of any share to which paragraph (A) of this article applies (or in right of any share so issued), if the criteria in sub-paragraphs (A)(i) to (A)(iv) are satisfied in relation to the additional shares (but as if the words “after the 12-year period” were omitted from paragraph (A)(ii) and the words “during the 12 year period and” were omitted from paragraph (A)(iii) and no dividend has been cashed on these shares or otherwise satisfied by the transfer of funds to a bank account or by means of a relevant system or by any other means determined in accordance with article 124).
- (C) To give effect to any sale of shares pursuant to this article the board may authorise some person to transfer the shares in question and an instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
- (D) The net proceeds of such sale (after payment of the costs of sale) shall be forfeited by the relevant holder of, or person entitled by transmission to, the shares and shall belong to the company. The company shall not be liable in any respect, nor be required to account, for such proceeds (or any part thereof) to the former holder of, or person entitled by transmission to, the shares or any other person previously entitled to the shares in question.
- (E) If the company sells shares in accordance with this article, any dividend or other sum that has not been cashed or claimed in respect of those shares and that has not already been forfeited under these articles shall be forfeited and shall revert to the company when the shares are sold. The company shall be entitled to use such dividends or other sums for the company’s benefit.

## **TRANSMISSION OF SHARES**

### **42. Transmission on death**

If a member dies, the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the

company as having any title to his shares; but nothing contained in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.

43. Entry of transmission in register

Where the entitlement of a person to a certificated share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the board, the board shall within two months after proof cause the entitlement of that person to be noted in the register.

44. Election of person entitled by transmission

Any person entitled by transmission to a share may, subject as provided elsewhere in these articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the company to that effect. If he elects to have another person registered and the share is a certificated share, he shall sign an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the board may require (including, without limitation, the signing of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. The board may at any time require the person to elect either to be registered himself or to transfer the share and if the requirements are not complied with within 60 days of being issued the board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. All the provisions of these articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or signed by the member.

45. Rights of person entitled by transmission

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the board) to receive notice of, or to attend or vote at, any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings.

## **ALTERATION OF SHARE CAPITAL**

### **46. Subdivision**

Any resolution authorising the company to sub divide its shares or any of them may determine that, as between the shares resulting from the sub division, any of them may have any preference, advantage or deferred or other right or be subject to any restriction as compared with the others.

### **47. Fractions**

Whenever as a result of a consolidation, consolidation and sub division or sub division of shares any holders would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit including by aggregating and selling them or by dealing with them in some other way. For the purposes of effecting any such sale, the board may arrange for the shares representing the fractions to be entered in the register as certificated shares. The board may sell shares representing fractions to any person, including the company and may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

## **PARTICIPATION IN GENERAL MEETINGS**

### **48. Participation in General Meetings**

- (A) The board may make any arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting.
- (B) Unless the notice of meeting says otherwise or the chairman of the meeting decides otherwise, a general meeting will be treated as taking place where the chairman of the meeting is at the time of the meeting.
- (C) Two or more persons who may not be in the same place as each other attend and participate in a general meeting if they are able to exercise their rights to speak and vote at that meeting. A person is able to exercise the right to speak at a general meeting if that person can communicate to all those attending the meeting while the meeting is taking place. A person is able to exercise the right to vote at a general meeting if that person can vote on resolutions put to the meeting (or, in relation to a poll, can vote



within the required time frame) and that person's vote can be taken into account in deciding whether or not such resolutions are passed at the same time as the votes of others attending the meeting.

- (D) When deciding whether a person is attending or participating in a meeting by means of an electronic facility, it is immaterial where that person is or how that person is able to communicate with others who are attending and participating.
- (E) Where holders of shares can participate at a general meeting by means of an electronic facility, any document required to be on display or available for inspection will be made available for the required period in electronic form to those persons entitled to inspect it and this will satisfy any such requirement.

#### 49. Electronic Facilities and Satellite Meetings

- (A) The board may decide to let persons entitled to attend and participate in a general meeting do so by simultaneous attendance and participation by means of an electronic facility. Shareholders present in person or by proxy by means of such electronic facility will be counted in the quorum for, and entitled to participate in, the general meeting.
- (B) The board may also decide to let persons entitled to attend and participate in a general meeting do so by simultaneous attendance and participation at a satellite meeting place anywhere in the world (referred to in these articles as a satellite meeting). Shareholders present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the general meeting. The satellite meeting will be treated as taking place where the chair of the meeting is at the time of the meeting and the powers of the chairman will apply to the satellite meeting. The board may appoint a person (a satellite chairman) to preside at each satellite meeting. Each satellite chairman will act on instructions from the chairman of the meeting and may also take such action as the satellite chairman considers necessary to maintain the proper and orderly conduct of the satellite meeting and shall have all powers necessary or desirable for such purposes.
- (C) Any general meeting at which electronic facilities have been made available and any satellite meeting will be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities have been made available to enable all members attending the meeting by whatever means and at all the meeting places to participate in the business for which the meeting has been called.

## **NOTICE OF GENERAL MEETINGS**

### **50. Omission or non-receipt of notice**

- (A) The accidental omission to give any notice of a meeting or the accidental omission to send or supply any document or other information relating to any meeting to, or the non-receipt (even if the company becomes aware of such failure to send or supply or non-receipt) of any such notice, document or other information by, any person entitled to receive the notice, document or other information shall not invalidate the proceedings at that meeting.
- (B) A member present in person or by proxy at a meeting shall be deemed to have received proper notice of that meeting and, where applicable, of the purpose of that meeting.

### **51. Changes to Arrangements of General Meetings**

If the board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting, whether generally or on the date or at the time or place (or places in the case of a satellite meeting) specified in the notice calling the general meeting or by means of any electronic facility available for that meeting, or if otherwise the board considers it appropriate to alter any of the other arrangements in relation to a general meeting, it may postpone (either sine die or to another date, time or place) or move the general meeting or change, cancel or introduce any electronic facility or make other alterations in respect of the general meeting (or do any of these things). Notice of the date, time and place (or places in the case of a satellite meeting) of, or other alterations in respect of, any rearranged meeting shall be given in such manner as the board may determine. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, the appointment of a proxy will be valid if it is received as required by these articles not less than 48 hours before the time appointed for holding the rearranged meeting. The board may also postpone, move or make other arrangements in respect of the rearranged meeting under this article (or do any of these things).

## **PROCEEDINGS AT GENERAL MEETINGS**

### **52. Quorum**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting which shall not be treated as part of the business of the

meeting. Save as otherwise provided by these articles, five members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

53. Procedure if quorum not present

If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the commencement of the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:

- (A) if convened by or upon the requisition of members, shall be dissolved; and
- (B) in any other case it shall stand adjourned to such other day (being not less than ten days later, excluding the day on which the meeting is adjourned and the day for which it is reconvened) and at such other time or place or places and with such means of attendance and participation as the chairman of the meeting may decide. At any adjourned meeting one member present in person or by proxy and entitled to vote (whatever the number of shares held by him) shall be a quorum and any notice of an adjourned meeting shall state that one member present in person or by proxy and entitled to vote (whatever the number of shares held by him) shall be a quorum.

54. Security, health and safety and access arrangements

- (A) The board or the secretary may impose, and direct that persons wishing to attend any general meeting should submit to, such searches or other security arrangements or restrictions (including relating to health and safety) and/or any other arrangements as the board or the secretary shall consider appropriate in the circumstances and the board or secretary shall be entitled in their absolute discretion to, or to authorise one or more persons to, refuse physical or electronic entry to, or to eject from (physically or electronically), such general meeting any person who fails to submit to such searches or arrangements or otherwise to comply with any such security or arrangements or restrictions. The notice of meeting does not have to give details of any such arrangements or restrictions imposed under this article and the presence of such arrangements or restrictions shall not invalidate the business conducted at the meeting.
- (B) Where a general meeting is held partly by means of an electronic facility, the board or the secretary may make any arrangement and impose any requirement or restriction that is necessary to ensure the identification of those taking part by this means and the security of the electronic facility.

55. Chairman of general meeting

- (A) The chairman (if any) of the board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if neither the chairman nor any deputy chairman is willing to act as chairman, the directors present shall choose one of their number to act, or if one director only is present he shall preside as chairman of the meeting if willing to act. If no director is present, or if each of the directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chairman of the meeting. Nothing in these articles shall restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.
- (B) If the chairman of the meeting is participating in that meeting electronically and becomes disconnected from the meeting for any period of time, another person (determined as provided in paragraph (A) of this article) shall preside as chairman of the meeting for such period. If no replacement chair is appointed and presiding over the general meeting, and the original chairman has not regained electronic connection with the meeting, within 30 minutes after the original chairman becomes disconnected from the meeting, the meeting shall be adjourned to a time and place (or places in the case of a satellite meeting) to be fixed by the board.

56. Orderly Conduct

The chairman of the meeting shall be entitled to, and shall, take such action or give directions for such action to be taken as he thinks fit (including to eject (physically or electronically) any person from any meeting) to facilitate the orderly conduct of the business of the meeting, the appropriate behaviour (including use of language) of persons attending the meeting, the proportionate discussions of any item of business of the meeting and the maintenance of good order generally. The chairman's decision on any such matters, points of order, matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any point or matter is of such a nature.

57. Entitlement to attend and speak

- (A) Each director shall be entitled to attend and speak at any general meeting of the company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the company where he considers that this will assist in the deliberations of the meeting.
- (B) All persons seeking to attend and participate in a general meeting by way of electronic facility are responsible for maintaining adequate facilities to enable them to do so. Subject to the right of the chair to adjourn a general meeting under these articles, any inability of a person to attend or participate in a general meeting by means of electronic facility shall not invalidate the proceedings of that meeting.
- (C) Nothing in these articles authorises or allows a general meeting to be held exclusively on an electronic basis.

58. Adjournments

The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either sine die or to another time or place (or places in the case of a satellite meeting) and with such means of attendance and participation as he decides, where it appears to him that (a) the members entitled to vote and wishing to attend cannot be conveniently accommodated in the place appointed for the meeting (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business, (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted or (d) the facilities or security at the place of the meeting (or places in the case of a satellite meeting) or the electronic facility provided for the meeting have become inadequate or are otherwise not sufficient to allow the meeting to be conducted as intended. In addition, the chairman of the meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either sine die or to another time or place (or places in the case of a satellite meeting). When a meeting is adjourned sine die the time and place (or places in the case of a satellite meeting) and the means of attendance and participation for the adjourned meeting shall be fixed by the board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place. Any meeting may be adjourned more than once.

59. Notice of adjournment

If the continuation of an adjourned meeting is to take place three months or more after it was adjourned notice of the adjourned meeting shall be given as in the case of an original meeting. Except where these articles otherwise require, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

60. Amendments to Resolutions

In the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon and in the case of a resolution duly proposed as an ordinary resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least two working days prior to the date appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been received by the company at the office or the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is put to the vote.

61. Amendments Ruled Out of Order

If an amendment shall be proposed to any resolution under consideration but shall be 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.

## **VOTING**

62. Votes of members

Subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these articles, members shall be entitled to vote at a general meeting whether on a show of hands or on a poll as provided in the Companies Acts. For this purpose, where a proxy is given discretion as to how to vote on a show of hands, this shall be treated as an instruction by the relevant member to vote in the way in which the proxy elects to exercise that discretion. On a poll every member who is present in person or by proxy shall, subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these articles, have one vote for every ~~US\$2 nominal value of share capital which he holds~~ held.

63. Method of voting

A resolution put to the vote at a general meeting held partly by means of an electronic facility will be decided on a poll, which poll votes may be cast by such electronic means as the board decides are appropriate. Any such poll will be treated as having been validly demanded at the time fixed for the holding of the meeting. Subject to this, and any other requirements under the Hong Kong Listing Rules, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded. A poll may be demanded by:

- (A) the chairman of the meeting; or
- (B) at least three persons present and entitled to vote on the resolution; or
- (C) any member or members present in person or by proxy and representing in the aggregate not less than one tenth of the total voting rights of all the members having the right to vote on the resolution; or
- (D) any member or members present in person or by proxy and holding shares conferring a right to vote on the resolution on which there have been paid up sums in the aggregate equal to not less than one tenth of the total sum paid up on all the shares conferring that right.

The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands. Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution on a show of hands has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

64. Votes not to be counted

If any member is required under the Hong Kong Listing Rules to abstain from voting on any particular resolution or to vote only for or against any particular resolution, any vote cast by or on behalf of such member in contravention of such requirement shall not be counted.

65. Procedure if poll demanded

If a poll is properly demanded it shall be taken in such manner as the chairman of the meeting shall direct. The result of the poll shall be

deemed to be the resolution of the meeting at which the poll was demanded.

66. When poll to be taken

A poll demanded on the election of a chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such date (being not later than 30 days after the date of the demand) and at such time and place or places and by means of such attendance and participation as the chairman of the meeting shall direct. It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll.

67. Continuance of other business after poll demand

The demand for a poll (other than on the election of a chairman of the meeting or on a question of adjournment) shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded, and it may be withdrawn with the consent of the chairman of the meeting at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

68. Votes of joint holders

In the case of joint holders of a share 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.

69. Voting on behalf of incapable member

A member in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote at any general meeting of the company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on his behalf (and that person may vote by proxy), provided that evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote or such other right has been received by the company not later than the last time at which appointments of proxy should have been received in order to be valid for use at that meeting or on the holding of that poll.



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70. ~~No right to vote where sums overdue on shares~~  
No member shall, unless the board otherwise decides, be entitled in respect of any share held by him to attend or vote (either personally or by proxy) at any general meeting of the company or upon a poll or to exercise any other right conferred by membership in relation to general meetings or polls unless all calls or other sums presently payable by him in respect of that share have been paid.

71. Objections or errors in voting

(A) If:

- (i) any objection shall be raised to the qualification of any voter, or
- (ii) any votes have been counted which ought not to have been counted or which might have been rejected, or
- (iii) any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or poll at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be conclusive.

(B) The company shall not be obliged to ascertain whether a proxy or representative of a corporation has voted in accordance with a member's instructions and the failure of a proxy or representative so to do shall not vitiate the decision of the meeting or adjourned meeting or poll on any resolution.

## **PROXIES**

72. Appointment of proxies

The appointment of a proxy shall be in writing signed by the appointor or his duly authorised attorney or, if the appointor is a corporation, shall either be executed under its seal or signed by an officer, attorney or other person authorised to sign it. If a member (including one that is a clearing house or its nominee) appoints more than one proxy and the proxy forms appointing those proxies would give those proxies the apparent right to exercise votes on behalf of the member in a general meeting over more shares than are held by the member, then each of

those proxy forms will be invalid and none of the proxies so appointed will be entitled to attend, speak or vote at the relevant general meeting. For the avoidance of doubt, where a member is a clearing house or its nominee, it may authorise such person(s) as it thinks fit to act as its representative(s) or proxy(ies) at any general meeting or any separate general meeting of the holders of any class of shares or any creditors' meeting of the company. Each person so authorised shall be entitled to exercise the same rights on behalf of the clearing house or its nominee as that clearing house or its nominee could exercise if such person were an individual member of the company, including the right to speak and vote.

73. Receipt of proxies

(A) The appointment of a proxy must:

- (i) in the case of an appointment made in hard copy form, be received at the office (or such other place in the United Kingdom as may be specified by the company for the receipt of appointments of proxy in hard copy form) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the board) any authority under which it is made or a copy of the authority, certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other manner approved by the board;
- (ii) in the case of an appointment made by electronic means be received at the address specified by the company for the receipt of appointments of proxy by electronic means not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which such an appointment is made or a copy of the authority, certified notarially or in accordance with the Powers of Attorney Act 1971 or in some other manner approved by the board, must, if required by the board, be received at such address or at the office (or such other place in the United Kingdom as may be specified by the company for the receipt of such documents) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (iii) in the case of a poll taken more than 48 hours after it was demanded, be received as aforesaid not less than 24 hours (or such shorter time as the board may determine) before the time appointed for the taking of the poll;
- (iv) in the case of a poll taken following the conclusion of a meeting or adjourned meeting but 48 hours or less after it was demanded, be received as aforesaid before the end of the meeting at which it was demanded (or at such later time as the board may determine),

and an appointment of a proxy which is not, or in respect of which the authority or copy thereof is not, received in a manner so permitted shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these articles, but because of a technical problem it cannot be read by the recipient.

- (B) The board may at its discretion determine that in calculating the periods mentioned in this article no account shall be taken of any part of a day that is not a working day.

74. Maximum validity of proxy

No appointment of a proxy shall be valid after 12 months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting or a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.

75. Form of proxy

The appointment of a proxy shall be in any usual form or in such other form as the board may approve (provided that this shall not preclude the use of a form with provision for two-way voting on all resolutions intended to be proposed). The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given as the proxy

thinks fit. The appointment of a proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

76. Cancellation of proxy's authority

A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice in writing of the determination was received by the company at the office (or such other place or address as was specified by the company for the receipt of appointments of proxy) not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken.

77. Separate general meetings

The provisions of these articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

78. Counting of proxies and poll votes at branch registers

A certificate under the hand of the officer of the company or of the officer of the registrar in charge of any branch register or of some other person appointed for the purpose by the board shall as regards the shares on that branch register be conclusive evidence:

- (A) of the number of proxies received in favour of any particular person; and
- (B) of the number of votes cast on a poll in favour of or against any particular resolution.

## **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

79. Number of directors

Unless otherwise determined by ordinary resolution of the company, the directors (disregarding alternate directors) shall be not less than five nor more than thirty in number.

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80. Directors' shareholding qualification  
Unless otherwise determined by the company in general meeting, the qualification of a director shall be the holding alone, and not jointly with any other person, of US\$1,000 nominal amount of share capital of the company. A director may act before acquiring his qualification but if not already qualified shall acquire his qualification within six months of the date of his appointment as director.

81. Power of company to appoint directors

Subject to the provisions of these articles, the company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles.

82. Power of board to appoint directors

Subject to the provisions of these articles, the board may appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles. Any director so appointed shall retire at the next annual general meeting and shall then be eligible for re-appointment but shall not be taken into account in determining the directors or the number of directors who are to retire by rotation at that meeting.

83. Number to retire by rotation

At every annual general meeting a minimum of one third of the directors shall retire from office, save that if their number is not three or any multiple of three then the minimum number required to retire shall be the number nearest to and not less than one third. If there are fewer than three directors they shall all retire.

84. Identity of directors to retire

The directors to retire by rotation on each occasion shall be those of the directors who held office at the time of the two preceding annual general meetings and who did not retire at either of them. If the number of directors so retiring is less than the minimum number required by these articles to retire by rotation, additional directors up to that number shall also retire. The additional directors to retire shall be those of the directors who have been longest in office since they were last elected; but, as between persons who were last elected on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. In addition, a director who would not otherwise be required to retire shall retire if he has held office with the company, other

than employment or executive office, for a continuous period of nine years or more at the date of the meeting. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at start of business on the date of the notice convening the annual general meeting and no director shall be required to retire by rotation or be relieved from retiring by rotation by reason of any change in the number or identity of the directors after that time on the date of the notice but before the close of the meeting.

85. Filling vacancies

Subject to the provisions of these articles, at the meeting at which a director retires the company can pass an ordinary resolution to re-appoint the director or to appoint some other eligible person in his place.

86. Power of removal by special resolution

In addition to any power of removal conferred by the Companies Acts, the company may by special resolution remove any director before the expiration of his period of office and may (subject to these articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

87. Persons eligible as directors

No person other than a director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a director at any general meeting unless:-

- (A) he is recommended by the board; or
- (B) not less than seven days before the day appointed for the meeting nor earlier than the day after the despatch of the notice of the meeting, notice in writing by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary of the intention to propose that person for appointment or re-appointment together with confirmation in writing by that person of his willingness to be appointed or re-appointed.

88. Position of retiring directors

A director who retires (whether by rotation or otherwise) at an annual general meeting may, if willing to continue to act, be re-appointed. If he is re-appointed he is treated as continuing in office throughout. If he is not re-appointed, he shall retain office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place.

89. Vacation of office by directors

Without prejudice to the provisions for retirement by rotation or otherwise contained in these articles, the office of a director shall be vacated if:

- (A) he resigns his office by notice in writing sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board; or
- (B) by notice in writing sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board, he offers to resign and the board resolves to accept such offer; or
- (C) he is or has been suffering from mental or physical ill health or becomes a patient for the purpose of any statute relating to mental health and the board resolves that his office is vacated; or
- (D) he is absent without the permission of the board from meetings of the board (whether or not an alternate director appointed by him attends) for three consecutive months and the board resolves that his office is vacated; or
- (E) he becomes bankrupt or compounds with his creditors generally; or
- (F) he is prohibited by law from being a director; or
- (G) he ceases to be a director by virtue of the Companies Acts or is removed from office pursuant to these articles; or
- (H) a notice in writing removing him as a director is sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board, and such notice is given by three quarters of his co directors.

If the office of a director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the board.

90. Alternate directors

- (A) Each director may appoint any person to be his alternate and may at his discretion remove an alternate director so appointed. If the alternate director is not already a director, the appointment, unless previously approved by the board, shall have effect only upon and

subject to its being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board, or in any other manner approved by the board. An alternate director shall be entitled to receive notice of all meetings of the board or of committees of the board of which his appointor is a member. He shall also be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers, rights and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if he were a director.

- (B) Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these articles relating to directors and shall during his appointment be an officer of the company. An alternate director 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 may be paid expenses and shall be entitled to be indemnified by the company to the same extent as if he were a director. An alternate director shall not be entitled to receive from the company any fee in his capacity as an alternate director but the company shall, if so requested in writing by the appointor, pay to the alternate director any part of the fees or remuneration otherwise due to the appointor.
- (C) A director or any other person may act as an alternate director to represent more than one director. 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 but he shall count as only one for the purposes of determining whether a quorum is present. Signature by an alternate director of any resolution in writing of the board or a committee of the board shall, unless the notice of his appointment provides to the contrary, be as effective as signature by his appointor.
- (D) An alternate director shall cease to be an alternate director:-
  - (i) if his appointor ceases for any reason to be a director except that, if at any meeting any director retires by rotation or otherwise but is re-appointed at the same meeting, any appointment made by him pursuant to this article which



was in force immediately before his retirement shall remain in force as though he had not retired; or

(ii) on the happening of any event which if he were a director would cause him to vacate his office as director; or

(iii) if he resigns his office by notice in writing to the company.

91. Executive directors

The board or any committee authorised by the board may from time to time appoint one or more directors to hold any employment or executive office with the company for such period and upon such other terms as the board or any committee authorised by the board may in its discretion decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the director may have against the company or the company may have against the director for any breach of any contract of service between him and the company which may be involved in the revocation or termination. A director so appointed shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the board or any committee authorised by the board may decide, and either in addition to or in lieu of his remuneration as a director.

**FEES, REMUNERATION, EXPENSES AND PENSIONS**

92. Directors' fees

Each of the directors shall be paid a fee at such rate as may from time to time be determined by the board provided that the aggregate of all fees so paid to directors (excluding amounts payable under any other provision of these articles) shall not exceed £2,000,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the company.

93. Additional Remuneration

Any director who performs services which in the opinion of the board or any committee authorised by 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 or any committee authorised by the board may in its discretion decide in addition to any remuneration provided for by or pursuant to any other article.

94. Expenses

Each director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the board or committees of the board or general meetings of the company or any other meeting which as a director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the company's business or in the discharge of his duties as a director. The company may also fund a director's or former director's expenditure and that of a director or former director of any holding company of the company for the purposes permitted under the Companies Acts and may do anything to enable a director or former director or a director or former director of any holding company of the company to avoid incurring such expenditure as provided in the Companies Acts.

95. Pensions and gratuities for directors

The board or any committee authorised by the board may exercise all the powers of the company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations or dependants of, or persons connected to, any director or former director provided that no benefits (except such as may be provided for by any other article) may be granted to or in respect of a director or former director who has not been employed by, or held an executive office or place of profit under, the company or any body corporate which is or has been its subsidiary undertaking or any predecessor in business of the company or any such body corporate without the approval of an ordinary resolution of the company. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

## **DIRECTORS' INTERESTS**

96. Conflicts of interest requiring board authorisation

- (A) The board may, subject to the quorum and voting requirements set out in this article, authorise any matter which would otherwise involve a director breaching his duty under the Companies Acts to avoid conflicts of interest ("Conflict").
- (B) A director seeking authorisation in respect of a Conflict shall declare to the board the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the board with such details of the relevant matter as are

necessary for the board to decide how to address the Conflict together with such additional information as may be requested by the board.

- (C) Any director (including the relevant director) may propose that the relevant director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the board shall be effected in the same way that any other matter may be proposed to and resolved upon by the board under the provisions of these articles save that:
  - (i) the relevant director and any other director with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority; and
  - (ii) the relevant director and any other director with a similar interest may, if the other members of the board so decide, be excluded from any board meeting while the Conflict is under consideration.
- (D) Where the board gives authority in relation to a Conflict, or where any of the situations described in article 97(B) apply in relation to a director ("Relevant Situation"):
  - (i) the board may (whether at the relevant time or subsequently) (a) require that the relevant director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the board or otherwise) related to the Conflict or Relevant Situation; and (b) impose upon the relevant director such other terms for the purpose of dealing with the Conflict or Relevant Situation as it may determine;
  - (ii) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the board in relation to the Conflict or Relevant Situation;
  - (iii) the board may provide that where the relevant director obtains (otherwise than through his position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
  - (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and

- (v) the board may revoke or vary such authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.

97. Other conflicts of interest

- (A) If a director is in any way directly or indirectly interested in a proposed contract with the company or a contract that has been entered into by the company, he must declare the nature and extent of that interest to the directors in accordance with the Companies Acts.
- (B) Provided he has declared his interest in accordance with paragraph (A), a director may:
  - (i) be party to, or otherwise interested in, any contract with the company or in which the company has a direct or indirect interest;
  - (ii) 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, including as to remuneration, as the board may decide;
  - (iii) act by himself or through a firm with which he is associated in a professional capacity for the company or any other company in which the company may be interested (otherwise than as auditor);
  - (iv) be or become a director or other officer of, or employed by or a party to a transaction or arrangement with, or otherwise be interested in any holding company or subsidiary company of the company or any other company in which the company may be interested; and
  - (v) be or become a director of any other company in which the company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company.

98. Benefits

A director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the company or the members for any remuneration, profit or other benefit realised by reason of his having any type of interest authorised under article 96(A) or permitted

under article 97(B) and no contract shall be liable to be avoided on the grounds of a director having any type of interest authorised under article 96(A) or permitted under article 97(B).

99. Quorum and voting requirements

- (A) A director shall not vote on or be counted in the quorum in relation to any resolution of the board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the company or any other company in which the company is interested.
- (B) Where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the company or any other company in which the company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another director to an office or place of profit with a company in which the company is interested and the director seeking to vote or be counted in the quorum has a Relevant Interest in.
- (C) A director shall not vote on, or be counted in the quorum in relation to, any resolution of the board in respect of any contract in which he or any of his close associates has an interest which (either individually or in aggregate) is to his knowledge a material interest and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that material interest arises only from one or more of the following matters:-
  - (i) the giving to him or any of his close associates of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or any of his close associates or by any other person at the request of or for the benefit of the company or any of its subsidiary undertakings;
  - (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the company or any of its subsidiary undertakings for which he or any of his close associates has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;

- (iii) the giving to him of any other indemnity where all other directors are also being offered indemnities on substantially the same terms;
- (iv) the funding by the company of his expenditure on defending proceedings or the doing by the company of anything to enable him to avoid incurring such expenditure where all other directors are being offered substantially the same arrangements;
- (v) where the company or any of its subsidiary undertakings is offering securities in which offer the director or any of his close associates is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director or any of his close associates is to participate;
- (vi) any contract in which he or any of his close associates is interested by virtue of his/their interest in shares or debentures or other securities of the company or by reason of any other interest in or through the company;
- (vii) any contract concerning any other company (not being a contract with a company in which the director or any of his close associates has a Relevant Interest, or in respect of which the director would be prevented from voting on, or being counted in the quorum in relation to, a resolution of the board under the Hong Kong Listing Rules) in which he or any of his close associates is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
- (viii) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates to directors, his close associates and employees of the company or of any of its subsidiary undertakings and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
- (ix) any contract for the benefit of employees of the company or of any of its subsidiary undertakings under which he or any of his close associates benefits in a similar manner to the employees and which does not accord to any director or any of his close associates as such any privilege or advantage not accorded to the employees to whom the contract relates; and

- (x) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any director or directors or for, or for the benefit of, persons who include directors.
- (D) A company shall be deemed to be one in which a director or any of his close associates has a “**Relevant Interest**” if and so long as (but only if and so long as) he, taken together with his close associates, is to his knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent. Or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company. In relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- (E) Where a company in which a director and/or any of his close associates has a Relevant Interest is materially interested in a contract, he also shall be deemed materially interested in that contract.
- (F) 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) in a contract or as to the entitlement of any director (other than the chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be conclusive except in a case where the nature or extent of the director's interest (so far as it is known to him) has not been fairly disclosed to the board. If any question shall arise in respect of the chairman of the meeting, the question shall be decided by a resolution of the board (for which purpose the chairman of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the board.
- (G) Subject to these articles, the board may also cause any voting power conferred by the shares in any other company held or owned by the company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or

officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company. Subject to these articles, a director may also vote on and be counted in the quorum in relation to any of such matters.

100. General

- (A) References in articles 96 to 99 and in this article to
  - (i) a contract include references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract; and
  - (ii) a conflict of interest include a conflict of interest and duty and a conflict of duties.
- (B) The company may by ordinary resolution suspend or relax the provisions of articles 96 to 99 to any extent or ratify any contract not properly authorised by reason of a contravention of articles 96 to 99.

**POWERS AND DUTIES OF THE BOARD**

101. General powers of company vested in board

Subject to these articles and to any directions given by the company in general meeting by special resolution, the business of the company shall be managed by the board which may exercise all the powers of the company whether relating to the management of the business of the company or not. No alteration of these articles and no special resolution shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this article shall not be limited by any special power given to the board by any other article.

102. Borrowing powers

The board may exercise all the powers of the company to 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, to issue debentures and other securities and to give security, whether outright or as collateral security, for any debt, liability or obligation of the company or of any third party.

103. Delegation to committees

- (A) The board may delegate any of its powers, authorities and discretions (with power to sub delegate) to any committee,



consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that the majority of persons on any committee or sub-committee must be directors. References in these articles to committees include sub-committees permitted under this article.

- (B) 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. 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.
- (C) The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.

#### 104. Delegation to individual directors

The board may entrust to and confer upon any director any of its powers, authorities and discretions (with power to sub delegate) 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, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.

#### 105. Agents

- (A) The board can appoint anyone as the company's attorney by granting a power of attorney or by authorising them in some other way. Attorneys can either be appointed directly by the board or the board can give someone else the power to select attorneys. The board or the persons who are authorised by it to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys. But they cannot give an attorney any power, authority or discretion which the board does not have under these articles.

- (B) The board can decide how long a power of attorney will last for and attach any conditions to it. The power of attorney can include any provisions which the board decides on for the protection and convenience of anybody dealing with the attorney. The power of attorney can allow the attorney to grant any or all of his power, authority or discretion to any other person.
- (C) The board can:
- (i) delegate any of its authority, powers or discretions to any manager or agent of the company;
  - (ii) allow managers or agents to delegate to another person;
  - (iii) remove any people it has appointed in any of these ways; and
  - (iv) cancel or change anything that it has delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

Any appointment or delegation by the board which is referred to in this article can be on any conditions decided on by the board.

- (D) The ability of the board to delegate under this article applies to all its powers and is not limited because certain articles refer to powers being exercised by the board or by a committee authorised by the board while other articles do not.

#### 106. Registers

- (A) The company may keep an overseas or local or other register in any place, and the board may make and vary such regulations as it may think fit respecting the keeping of any such branch register.
- (B) Without prejudice to any right of inspection under the Companies Acts, the branch register in Hong Kong shall, during normal business hours in Hong Kong (subject to such reasonable restrictions as the directors may impose, in accordance with applicable law), be open to inspection by a member without charge and by any other person on payment of such fee as the directors may determine from time to time, in accordance with applicable law.

#### 107. Provision for employees

The board may exercise any power conferred by the Companies Acts to make provision for the benefit of persons employed or formerly

employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **PROCEEDINGS OF THE BOARD**

### **108. Board meetings**

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary on the requisition of a director at any time shall, summon a board meeting.

### **109. Notice of board meetings**

Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose. A director may waive his entitlement to notice of any meeting either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

### **110. Quorum**

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 three. Subject to the provisions of these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

### **111. Directors below minimum through vacancies**

The continuing directors or a sole continuing director may act notwithstanding any vacancy in their number. If the number of directors is reduced below the minimum number fixed by or in accordance with these articles or is below the number fixed by or in accordance with these articles as the quorum or there is only one continuing director, the continuing directors or director may fill vacancies and summon general meetings for the purpose of appointing further directors. If there are no directors or director able or willing to act, then any two members (excluding any member holding shares as treasury shares) may summon a general meeting for the purpose of appointing directors.

112. Appointment of chairman

The board may appoint a director to be the chairman or a deputy chairman of the board, and may at any time remove him from that office. The chairman of the board or failing him a deputy chairman shall act as chairman at every meeting of the board. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. But if no chairman of the board or deputy chairman is appointed, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting. References in these articles to a deputy chairman include, if no one has been appointed to that title, a person appointed to a position with another title which the board designates as equivalent to the position of deputy chairman.

113. Competence of meetings

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions vested in or exercisable by the board.

114. Voting

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

115. Participation in meetings

All or any of the members of the board may participate in a meeting of the board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly.

116. Resolution in writing

A resolution in writing signed by all the directors who are at the relevant time entitled to receive notice of a meeting of the board and who would be entitled to vote on the resolution at a meeting of the board (if that number is sufficient to constitute a quorum) or by all the members of a committee at the relevant time shall be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of the committee properly called and constituted. The resolution may be

contained in one document or in several documents in like form each signed by one or more of the directors or members of the committee concerned.

117. Validity of acts of board or committee

All acts done by the board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

## **SEALS**

118. Use of seals

The board shall provide for the custody of every seal of the company. A seal shall only be used by the authority of the board or of a committee of the board authorised by the board in that behalf. Subject as otherwise provided in these articles, and to any resolution of the board or committee of the board dispensing with the requirement for any counter-signature on any occasion, any instrument to which the common seal is applied shall be signed by at least one director and the secretary, or by at least two directors or by one director in the presence of a witness who attests the signature or by such other person or persons as the board may approve. Any instrument to which an official seal is applied need not, unless the board otherwise decides or the law otherwise requires, be signed by any person.

## **DIVIDENDS AND OTHER PAYMENTS**

119. Declaration of dividends by company

The company may by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the board.

120. Payment of interim and fixed dividends by board

The board may pay such interim dividends as appear to the board to be justified by the financial position of the company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the company, in the opinion of the board, justifies its payment. If the board acts in good faith, it shall not

incur any liability to the holders of any shares for any loss they may suffer in consequence of the payment of an interim or fixed dividend on any other class of shares ranking pari passu with or after those shares.

121. Calculation and currency of dividends

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 share 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;
- (B) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the share during any portion or portions of the period in respect of which the dividend is paid; and
- (C) dividends may be declared or paid in any currency.

The board may decide the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

122. Amounts due on shares may be deducted from dividends

The board may deduct from any dividend or other moneys payable to a member by the company on or in respect of any shares all sums of money (if any) presently payable by him to the company on account of calls or otherwise in respect of shares of the company. Sums so deducted can be used to pay amounts owing to the company in respect of the shares.

123. No interest on dividends

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable by the company on or in respect of any share shall bear interest against the company.

124. Payment procedure

- (A) Any dividend or other sum payable in cash by the company in respect of a share may be paid by any bank or other funds transfer or payment system, by any electronic means or by such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system, as the holder (or joint holders) may direct (either in writing or as the board may otherwise decide) and the company may agree or as

the board may decide. Such payment may be made to or through such person as the holder (or joint holders) may direct either in writing or as the board may otherwise decide. The company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions and the making of payment by any such system or other means shall constitute a good discharge to the company.

- (B) In addition, any dividend or other sum may be paid by cheque, warrant or similar financial instrument sent by 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 direct either in writing or as the board may otherwise decide. Every cheque, warrant or similar financial instrument shall, unless the holder (or joint holders) otherwise directs, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the company.
- (C) In respect of the payment of any dividend or other sum, the board may decide, and notify the holder (or joint holders), that:
  - (i) one or more of the means of payment described in paragraphs (A) and (B) above will be used for payment and, where more than one means will be used, a holder (or joint holders) may elect to receive the payment by one of the means so notified in the manner prescribed by the board;
  - (ii) one or more such means will be used for the payment unless a holder (or joint holders) elects for another means of payment in the manner prescribed by the board; or
  - (iii) one or more of such means will be used for the payment and that holders will not be able to elect to receive the payment by any other means.

The board may for this purpose decide that different methods of payment may apply to different holders or groups thereof.

- (D) If:

- (i) a holder (or joint holders) does not specify an address, or does not specify an account of a type prescribed by the board, or does not specify other details, and in each case that information is necessary in order to make a payment of a dividend or other sum by the means by which in accordance with this article the board has decided that a payment is to be made, or by which the holder (or joint holders) has validly elected to receive payment; or
- (ii) payment cannot be made by the company using the details provided by the holder (or joint holders),

the dividend or other sum shall be treated as unclaimed for the purposes of these articles.

- (E) Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them.
- (F) Where a person is entitled by transmission to a share, any dividend or other sum payable by the company in respect of the share may be paid as if he were a holder of the share and his address noted in the register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.

#### 125. Uncashed dividends

The company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment, including payment by means of a relevant system, for any dividend payable on any shares in the company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new postal address or account of the holder. Subject to the provisions of these articles, the company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the



holder or person entitled by transmission requests such recommencement in writing.

126. Forfeiture of unclaimed dividends

- (A) All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the board for the benefit of the company until claimed.
- (B) Any dividend or other sum unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to the company unless the board decides otherwise.
- (C) If the Company exercises the power of sale in respect of a share pursuant to article 41, any dividend or other sum payable in respect of the share outstanding at the time of the exercise of the power of sale is forfeited and ceases to remain owing by the company. Any dividend declared will be subject to this article whether or not such conditionality is expressly provided for.
- (D) The payment by the board of any unclaimed dividend or other sum payable on or in respect of a share into a separate account shall not constitute the company a trustee in respect of it.

127. Dividends not in cash

The board may, with the authority of an ordinary resolution, direct that any dividend may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the board.

128. Scrip dividends

The board may, if authorised by an ordinary resolution of the company, offer any holders of ordinary shares (excluding any member holding shares as treasury shares) the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- (A) an ordinary resolution may specify some or all of a particular dividend (whether or not already declared) or may specify some or all of any dividends declared or paid within a specified period, but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed;
- (B) the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo. For this purpose "relevant value" shall be calculated by reference to the average of the middle market quotations for the company's ordinary shares on the London Stock Exchange as derived from the Daily Official List (or any other publications of a recognised investment exchange showing quotations for the company's ordinary shares) on such five consecutive dealing days as the board shall determine provided that the first of such days shall be on or after the day on which the ordinary shares are first quoted "ex" the relevant dividend or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the auditors may rely on advice or information from brokers or other sources of information as they think fit;
- (C) no fraction of any ordinary share shall be allotted. The board may make such provisions as it thinks fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the company and/or under which fractional entitlements are accrued and/or retained without interest and in each case accumulated on behalf of any holder of ordinary shares and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such holder of fully paid ordinary shares and/or provisions whereby cash payments may be made to such holders in respect of their fractional entitlements;
- (D) the board, if it intends to offer an election in respect of any dividend, shall give notice to the holders of ordinary shares of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which, elections must be lodged in order for elections to be effective; no such notice need be given to holders of ordinary shares who have previously given election mandates in accordance with this article and whose mandates have not been revoked; the accidental omission to send or supply notice of

any right of election to, or the non-receipt (even if the company becomes aware of such failure to send or supply or non-receipt) of any such notice by, any holder of ordinary shares entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action;

- (E) the board shall not proceed with any election unless the company has sufficient reserves or funds that may be capitalised, and the board has authority to allot sufficient shares, to give effect to it after the basis of allotment is determined;
- (F) the board may exclude from any offer or make other arrangement in relation to any holders of ordinary shares where the board believes that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the board believes that for any other reason the offer should not be made to them;
- (G) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (for the purposes of this article "the elected ordinary shares") and instead additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment calculated as stated. For such purpose the board shall capitalise, out of any amount standing to the credit of any reserve or fund (including retained earnings) at the relevant time whether or not the same is available for distribution as the board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis. The board may do all acts and things considered necessary or expedient to give effect to any such capitalisation;
- (H) the additional ordinary shares when allotted shall rank *pari passu* in all respects with the fully paid ordinary shares then in issue except that they will not be entitled to participation in the relevant dividend;
- (I) unless the board otherwise determines, or unless the uncertificated securities rules otherwise require, the new ordinary share or shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of his elected ordinary shares shall be in uncertificated form (in respect of the member's elected ordinary shares which were in uncertificated form on the date of

the member's election) and in certificated form (in respect of the member's elected ordinary shares which were in certificated form on the date of the member's election);

- (J) the board may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of ordinary shares may elect in respect of future rights of election offered to that holder under this article until the election mandate is revoked or deemed to be revoked in accordance with the procedure;
- (K) the board may decide how any costs relating to making new shares available in place of a cash dividend will be met, including deciding to deduct an amount from the entitlement of a shareholder under this article; and
- (L) at any time before new ordinary shares are allotted instead of cash in respect of any part of a dividend, the board may determine that such new ordinary shares will not be allotted. Any such determination may be made before or after any election has been made by holders of ordinary shares in respect of the relevant dividend.

## **CAPITALISATION OF RESERVES**

### **129. Power to capitalise reserves and funds**

- (A) The company may, subject to the rights attaching to any series of preference shares and 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 standing to the credit of any reserve or fund (including retained earnings) at the relevant time whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts unpaid at the relevant time on any shares in the company held by those members respectively or in paying up in full shares, debentures or other obligations of the company to be allotted and distributed credited as fully paid up among those members, or partly in one way and partly in the other, but so that, for the purposes of this article: (i) a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full shares of the company that are to be allotted and distributed as fully paid up; and (ii)

where the amount capitalised is applied in paying up in full shares that are to be allotted and distributed as fully paid up, the company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly. The board may authorise any person to enter into an agreement with the company on behalf of the persons entitled to participate in the distribution and the agreement shall be binding on those persons.

- (B) Paragraph (A) of this article 129 shall not apply to any capitalisation of profits or reserves effected in accordance with the provisions of article 6.

130. Settlement of difficulties in distribution

Where any difficulty arises in regard to any distribution of any capitalised reserve or fund the board may settle the matter as it thinks expedient and in particular may 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.

## **RECORD DATES**

131. Power to choose any record date

Notwithstanding any other provision of these articles, the company or the board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

## **RECORDS AND SUMMARY OF FINANCIAL STATEMENTS**

132. Inspection of records

Subject to these articles, no member in his capacity as such shall have any right of inspecting any accounting record or book or document of the company except as conferred by law, ordered by a court of competent jurisdiction or authorised by the board or by ordinary resolution of the company.

133. ~~Summary financial statements~~

The company may send or supply copies of its strategic reports with supplementary material to members of the company instead of copies of its full accounts and reports.

**SERVICE OF NOTICES AND OTHER DOCUMENTS**

134. Method of Service

(A) Any notice, document (including a share certificate) or other information may be served on or sent or supplied to any member by the company:-

- (i) personally;
- (ii) by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member;
- (iii) by means of a relevant system;
- (iv) where appropriate, by sending or supplying it in electronic form to an address notified by the member to the company for that purpose;
- (v) where appropriate, by making it available on a website and notifying the member of its availability in accordance with this article; or
- (vi) by any other means authorised in writing by the member.

In the case of joint holders of a share, service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or supplying to all the joint holders.

(B) In the case of joint holders of a share, anything to be agreed or specified in relation to any notice, document or other information to be served on or sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the senior shall be accepted to the exclusion of that 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.

(C) If on two consecutive occasions any notice, document or other information served on or sent or supplied to a member has been returned undelivered, such member shall not thereafter be entitled

to receive notices, documents or other information from the company until he shall have communicated with the company and supplied to the company (or its agent) a new registered address, or a postal address for the service of notices and the despatch or supply of documents and other information, or shall have informed the company of an address for the service of notices and the despatch or supply of documents and other information in electronic form. For these purposes, any notice, document or other information sent by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.

- (D) The company may at any time and in its sole discretion choose (a) to serve, send or supply notices, documents or other information in hard copy form alone to some or all members and (b) not to serve, send or supply a notice, document or other information to a particular member where it considers this necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory.

135. Record date for service

Any notice, document or other information may be served, sent or supplied by the company by reference to the register as it stands at any time not more than 15 days before the date of service, sending or supply. No change in the register after that time shall invalidate that service, sending or supply. Where any notice, document or other information is served on or sent or supplied to any person in respect of a share in accordance with these articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supply of that notice, document or other information.

136. Members resident abroad or on branch registers

For a member registered on a branch register, notices, documents or other information can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

137. Service of notice on person entitled by transmission

- (A) A person who is entitled by transmission to a share, upon supplying the company with a postal address for the service of notices and the despatch or supply of documents and other

information and/or an address for the purposes of communications by electronic means shall be entitled to have served upon or sent or supplied to him at such address any notice, document or other information to which he would have been entitled if he were the holder of that share or, where applicable, to be notified at that address of the availability of the notice, document or other information on a website.

- (B) In either case, such service, sending or supply shall for all purposes be deemed a sufficient service, sending or supply of such notice, document or other information on all persons interested (whether jointly with or as claimants through or under him) in the share.
- (C) Otherwise, any notice, document or other information served on or sent or supplied to any member pursuant to these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the company has notice of the death, bankruptcy or other event, be deemed to have been properly served, sent or supplied in respect of any share registered in the name of that member as sole or joint holder.
- (D) The company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all persons who are entitled to a member's shares by transmission and may also in its sole discretion, where it considers necessary or appropriate to deal with legal, regulatory or practical problems in, or under the laws of, any territory, determine not to serve, send or supply a particular notice, document or other information to any particular such person.

138. Deemed delivery

- (A) Any notice, document or other information, if served, sent or supplied by the company by post, shall be deemed to have been received on the day following that on which it was posted if first class post was used or 48 hours after it was posted if first class post was not used and, in proving that a notice, document or other information was served, sent or supplied, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post.
- (B) Any notice, document or other information not served, sent or supplied by post but left by the company at a registered address or at an address (other than an address for the purposes of



communications by electronic means) notified to the company in accordance with these articles by a person who is entitled by transmission to a share shall be deemed to have been received on the day it was so left.

- (C) Any notice, document or other information served, sent or supplied by the company by means of a relevant system shall be deemed to have been received when the company or any sponsoring system-participant acting on its behalf sends the issuer-instruction relating to the notice, document or other information.
- (D) Any notice, document or other information served, sent or supplied by the company using electronic means shall be deemed to have been received on the day on which it was sent notwithstanding that the company subsequently sends a hard copy of such notice, document or information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this article. In proving that a notice, document or other information served, sent or supplied by electronic means was served, sent or supplied, it shall be sufficient to prove that it was properly addressed.
- (E) Any notice, document or other information served, sent or supplied by the company by any other means authorised in writing by the member concerned shall be deemed to have been received when the company has carried out the action it has been authorised to take for that purpose.

139. Notice by members

Except as otherwise provided by these articles or as the board in its absolute discretion may determine, all notices to be given on the part of the members shall be left at or sent by registered letter to the office or may be left at or sent by registered post to any branch registry.

140. Notice when post not available

If there is a suspension or curtailment of postal services within the United Kingdom or some part of the United Kingdom or within Hong Kong, the company need only give notice of a general meeting to those members with whom the company can communicate by electronic means and who have provided the company with an address for this purpose. The company shall also advertise the notice in at least one newspaper with a national circulation in the United Kingdom (and/or, as applicable, in

newspapers in Hong Kong in accordance with the Hong Kong Listing Rules) and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If at least six clear days prior to the meeting the sending or supply of notices by post in hard copy form has again become generally possible, the company shall send or supply confirmatory copies of the notice by post to those members who would otherwise receive the notice in hard copy form.

## **DESTRUCTION OF DOCUMENTS**

### **141. Presumptions where documents destroyed**

If the company destroys or deletes:-

- (A) any share certificate which has been cancelled at any time after a period of one year has elapsed from the date of cancellation, or
- (B) any instruction concerning the payment of dividends or other moneys in respect of any share or any notification of change of name or address at any time after a period of two years has elapsed from the date the instruction or notification was recorded by the company, or
- (C) any instrument of transfer of shares or Operator-instruction for the transfer of shares which has been registered by the company at any time after a period of six years has elapsed from the date of registration, or
- (D) any instrument of proxy which has been used for the purpose of a poll at any time after a period of one year has elapsed from the date of use, or
- (E) any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates, or
- (F) any other document on the basis of which any entry is made in the register at any time after a period of six years has elapsed from the date the entry was first made in the register in respect of it,

and the company destroys or deletes the document or instruction in good faith and without express notice that its preservation was relevant to a claim, it shall be presumed irrebuttably in favour of the company that every share certificate so destroyed was a valid certificate and was properly cancelled, that every instrument of transfer or Operator-instruction so destroyed or deleted was a valid and effective instrument of transfer or instruction and was properly registered and that

every other document so destroyed or deleted was a valid and effective document and that any particulars of it which are recorded in the books or records of the company were correctly recorded. If the documents relate to uncertificated shares, the company must comply with any requirements of the uncertificated securities rules which limit its ability to destroy or delete these documents. Nothing contained in this article shall be construed as imposing upon the company any liability which, but for this article, would not exist or by reason only of the destruction or deletion of any document of the kind mentioned above before the relevant period mentioned in this article has elapsed or of the fact that any other condition precedent to its destruction mentioned above has not been fulfilled. References in this article to the destruction or deletion of any document include references to its disposal in any manner.

## **INDEMNITY**

### **142. Indemnity of directors**

To the extent permitted by the Companies Acts, the company may indemnify any director or former director of the company or of any associated company against any liability and may purchase and maintain for any director or former director of the company or of any associated company insurance against any liability. No director or former director of the company shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

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