

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF

CHINA PATENT AGENT (HONG KONG) LIMITED  
( 中國專利代理 ( 香港 ) 有限公司 )

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Incorporated the 12th day of August, 1983.

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LIU, CHAN & LAM

*Solicitors,*

HONG KONG

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Reprinted By  
PRINTFAST COMPANY  
Room 501, Lee Loong Building,  
4, Queen Victoria Street,  
Central,  
Hong Kong.  
Tel.: 2525 6815 2525 6763

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No. 127327

( COPY )

**CERTIFICATE OF INCORPORATION**

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I HEREBY CERTIFY, that

**CHINA PATENT AGENT (HONG KONG) LIMITED**

( 中國專利代理 ( 香港 ) 有限公司 )

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

Given under my hand this Twelfth day  
of August, One Thousand Nine Hundred and  
Eighty-three.

(Sd.) J. Almeida  
for Registrar of Companies,  
Hong Kong.

Company No. 127327

THE COMPANIES ORDINANCE

中國專利代理(香港)有限公司  
**CHINA PATENT AGENT (HONG KONG) LIMITED**

At an Extraordinary General Meeting of the above-named Company duly convened and held at 22/F., Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong on the 23rd day of December 2000 the following Resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

THAT the Company's Articles of Association be amended by the deletion of the existing Article 34(c) and the substitution therefor the following new Article 34(c):-

- " 34(c) A notice sent by prepaid airmail letter to an address outside Hong Kong shall be deemed to have been served on the seventh day following its posting."

Dated this 23rd day of December 2000

(Sd.) Mr. Ding Zhongze

---

Chairman, Mr. Ding Zhongze  
representing China Council for  
the Promotion of International Trade,  
Legal Affairs Department

ORDINARY RESOLUTIONS SIGNED BY  
ALL THE MEMBERS OF

中國專利代理(香港)有限公司  
**CHINA PATENT AGENT (HONG KONG) LIMITED**

MADE PURSUANT TO ARTICLE 8(c) OF  
THE COMPANY'S ARTICLES OF ASSOCIATION

ON 27TH MAY, 1986

INCREASE IN AUTHORISED CAPITAL

RESOLVED that the authorised capital of the Company be and is hereby increased from HK\$1,000,000.00 to HK\$2,000,000.00 by the creation of 10,000 new ordinary shares of HK\$100.00 each and that such shares shall rank pari passu in every respect with the existing shares.

ALLOTMENT OF SHARES

RESOLVED that approval be given to the following allotment of ordinary shares of HK\$100.00 each at par upon receipt of completed application letters and payment in full and that Messrs Liu Gushu and Ning Dekui, Directors be authorised to issue share certificates to the allottees and to affix the common seal thereon :-

<u>Allottees</u>	<u>No. of shares</u>
Mr Wong Kam Fu	-2,000-
China Council for the	-8,000-

Promotion of International  
Trade, Legal Affairs  
Department

Signed by all the members :-

(Sd.) Mr Liu Gushu

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China Council for the  
Promotion of International Trade,  
Legal Affairs Department  
represented by Mr Liu Gushu

(Sd.) Mr Wong Kam Fu

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Mr Wong Kam Fu

SPECIAL RESOLUTION SIGNED BY  
ALL THE MEMBERS OF

中國專利代理(香港)有限公司  
**CHINA PATENT AGENT (HONG KONG) LIMITED**

MADE PURSUANT TO ARTICLE 8(c) OF  
THE COMPANY'S ARTICLES OF ASSOCIATION

ON 20TH MAY, 1986

ALTERATION OF ARTICLE 9 OF THE COMPANY'S  
ARTICLES OF ASSOCIATION

RESOLVED that Article 9 of the Company's Articles of Association be deleted and substituted therefor by the following :-

"9. Until otherwise determined by a general meeting, the number of directors of the Company shall not be less than two or more than ten. No director shall be required to vacate office or be ineligible for re-election or re-appointment as a director by reason only of his having attained any particular age. A director shall not be required to hold any qualification share in the capital of the Company. Residence in Hong Kong shall not be a requisite qualification. A corporation may be a director of the Company and may exercise its functions as such director by and through a representative duly appointed by it."

Signed by all members :-

(Sd.) Mr Liu Gushu

(Sd.) Mr Wong Kam Fu

-----  
China Council for the  
Promotion of International Trade,  
Legal Affairs Dept. represented by  
Mr Liu Gushu

-----  
Mr Wong Kam Fu

THE COMPANIES ORDINANCE (CHAPTER 32)

---

Private Company Limited by Shares

---

MEMORANDUM OF ASSOCIATION

OF

CHINA PATENT AGENT (HONG KONG) LIMITED

( 中國專利代理 ( 香港 ) 有限公司 )

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- |   |                         |
|---|-------------------------|
| 1. The name of the Company is "CHINA PATENT AGENT (HONG KONG) LIMITED ( 中國專利代理 ( 香港 ) 有限公司 )".  | Name                    |
| 2. The Registered Office of the Company will be situate in the Colony of Hong Kong.   | Registered Office       |
| 3. The objects for which the Company is established are:—   | Objects                 |
| (1) To originate, purchase or by any other lawful means acquire and protect, prolong, renew, develop and improve, throughout the world, any patents, patent rights, copyrights, trade-marks, trade-names, processes, protections, licences and concessions concerned with inventions, exclusive or non-exclusive, | To acquire patents etc. |



or limited right to use any secret or any device, emblem, name or motto or any know-how or any secret information and to sell, let, charge, dispose of, use and turn to account and to manufacture under or grant licences or privileges in respect of the same.

General  
contractors  
etc.

- (2) To carry on all or any of the businesses of general contractors, engineering contractors, civil engineers, site formation and plant layout advisers and consultants (whether civil, mechanical, electrical, structural, chemical, aeronautical, marine or otherwise).

Importers,  
exporters,  
manufac-  
turers etc.

- (3) To import, export, barter, contract, buy, sell, deal in, turn to account, trade in, prepare, manufacture, build, construct, assemble, grade, repair, process, finish, pack or prepare for market, goods, wares, merchandise, products and materials, whether animal, vegetable or mineral, crude or manufactured, medicinal or otherwise, or any admixture thereof, of any and every kind or description, and wheresoever originating, and, in particular to carry on the business of manufacturer and manufacturing agents and to act as business consultants of all kinds.

Land  
investors etc.

- (4) To carry on all or any of the businesses usually carried on by land companies, land investment companies, land and building mortgage companies and building and estate companies in their

branches.

- (5) To carry on all or any of the businesses of publishers, stationers, type-founders, book-binders, printers, photographers, film-processors, cine-film producers, and cartographers and to do all things necessary or convenient for carrying out business or businesses of a character similar or analogous to the foregoing or any of them or connected herewith. Publishers, printers ect.
- (6) To demolish, construct, build, execute, improve, alter, repair, maintain, decorate, develop, work, manage, carry out, control and otherwise deal with, whether as builders, civil engineering or general contractors or as scaffolders, excavators, piling, plumbing, electrical, or special contractors of whatsoever kind, engineering and construction works, and conveniences of all kinds, including harbour works, airports, roads, permanent ways, telegraphs, telephones, buildings, bridges, reservoirs, water-courses, reclamations, sewage, draining, dredging and conservancy works, factories, water, steam, gas, oil and electric power works, in general public utilities and all other works or structures and conveniences of every kind and description both public or private and to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, planning, carrying out, or control Builders, civil engineers etc.

thereof.

Charterers  
of ships etc.

- (7) To charter, sub-charter, take on charter or sub-charter, hire, purchase and work ships and other vessels of any class, buses, taxis, hire-cars, lorries and other motor vehicles of any class, or aircraft, and to establish and maintain lines or regular services for such vessels, vehicles or aircraft, and to enter into contracts for the carriage of mail, passengers, liquids, goods and cattle by any means, and either by its own vessels, vehicles, aircraft and conveyances, or by the vessels, vehicles, aircraft and conveyances of others.

Purchasers  
and sellers  
of ships etc.

- (8) To purchase, dispose, sell, accept, mortgage or finance the purchase of ships and other vessels of any class, buses, taxis, hire-cars and other motor vehicles of any class, or aircraft, as owners, agents, managers or trustees, or on the authority or on behalf of any third party.

Ship-owners,  
stevedores  
etc.

- (9) To purchase or otherwise acquire and to carry on the business or businesses of ship owners, stevedores, wharfingers, carriers, forwarding agents, storage keepers, warehousemen, ship builders, dry-dock keepers, marine engineers, engineers, ship keepers, boat builders, ship and boat repairers, ship and boat outfitters, ship brokers, ship agents, salvors, wreck raisers, divers, auctioneers, valuers and assessors.

- (10) To enter into, take over, negotiate or otherwise acquire, any contract or contracts for the construction, building, equipping, fitting out, storing, gearing or otherwise relating to any ship, carrier, boat, or other vessel whatsoever.
- Constructors and builders of ships etc.
- (11) To carry on the business of a land transportation company by means of vehicles of whatever kind and howsoever propelled for the carriage of passengers, animals, fish, food-stuffs and goods of whatsoever kind and description.
- Land transportation etc.
- (12) To carry on all or any of the businesses of drapers, furnishing and general ware-housene, godown and ice and cold storage operators, in all their branches.
- Drapers, warehousemen etc.
- (13) To carry on all or any of the business of store-keepers, shop-keepers, or compradores, in all their branches, and in particular to buy, sell, manufacture, and deal in goods, stores, consumable articles, chattels and effects of all kinds.
- Storekeepers, compradores etc.
- (14) To carry on business as dealers in, and producers, whether as farmers, market gardeners or processors, of fish, dairy, farm, and garden produce of all kinds, including milk, cream, butter, cheese, poultry, eggs, fruit and vegetables.
- Farmers, market-gardeners etc.

Proprietors  
of  
restaurants  
etc.

- (15) To carry on all or any of the businesses of proprietors or licencees of restaurants, refreshment and tea rooms, hotels, bars for the sale of liquor, clubs, cafes and milk and snack bars, and as caterers and contractors in all their respective branches.

Travel  
agents etc.

- (16) To carry on all or any of the businesses of travel agents, ticket and booking agents, charter-flight, travel contractors, and to facilitate tours and travel and to arrange hotel and accommodation booking and travellers-cheque and credit-card facilities and other facilities for tourists and travellers and to engage in all aspects of the travel and tourist industry.

Founders of  
schools etc.

- (17) To establish, found, operate, own, support, or aid in the establishment, founding, operating, owning and support of schools, colleges, institutions or other educational establishments of whatsoever kind connected with or incidental to the promotion of any form of education, learning, cultural activity, sport or past-time amongst members of the public.

Garage  
operators  
etc.

- (18) To carry on the business of garage, service-station or filling-station proprietors, licencees or operators; or as vehicle manufacturers, assemblers, finishers or repairers; or as dealers in oil, petroleum

products or motor accessories of all kinds; or as motor, mechanical or electrical engineers.

- (19) To borrow or raise and lend money, to give any guarantee for the payment of money or for the performance of any other undertaking or obligation whatsoever, to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, and generally to mortgage and charge the undertaking and all or any of the immovable and movable property, present and future, and all or any of the uncalled capital for the time being of the company.

To borrow money etc.

- (20) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.

Bills of exchange etc.

- (21) To acquire by purchase, subscription or otherwise and to hold for investment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of shares, stocks, bonds, or any other obligations or securities of any corporation or corporations; and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, company, society, or partnership, formed for all or any part of the pur-

To invest in shares or acquire any other company etc.

poses within the objects of this company or carrying on or possessed of property suitable to the purposes of the company and to conduct and carry on or liquidate and wind up any such business and to amalgamate with any other company having objects altogether or in part similar to those of this company.

To acquire  
mines etc.

- (22) To acquire mines, mining rights, quarries and mineral lands, timber and forestry estates and property and land of every description developed or intended to be developed for the production of raw materials, crops, animal products or agricultural products anywhere throughout the whole world and any interest or concession therein and to explore, work, exercise, develop and turn the same to account.

Financiers,  
capitalists  
etc.

- (23) To carry on in any part of the world all or any of the businesses of financiers, capitalists, concessionaires, commercial agents, mortgage and bullion brokers, discount brokers or financial agents and advisers.

Arrange-  
ments for  
profit-  
sharing etc.

- (24) To enter into any arrangements for profit-sharing with any of the directors or employees of the company or of any company in which the company may for the time being hold a share or shares (subject to the consent and approval of such company) and to grant sums by way of bonus or allowance to any

such directors or employees or their dependants or connections, and to establish or support, or aid in the establishment and support of, provident and gratuity funds, associations, institutions, schools or conveniences calculated to benefit directors or employees of the company or its predecessors in business or any companies in which the company owns a share or shares or the dependants or connections of such persons, and to grant pensions and make payments towards insurance.

- (25) To become a member of any partnership or a party to any lawful agreement for sharing profits or to any union of interests, agreements for reciprocal concessions, joint ventures, or co-operative or mutual trade agreements, or marketing restrictions, with any person, association, partnership, co-partnership, firm or corporation within the objects of the company or any business capable of being conducted so as directly or indirectly to benefit this company.

To become  
a member  
of any  
partnership  
etc.

- (26) To sell and accept payment for the business or undertaking of the company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copy-rights, licences or authorities or

To sell the  
Company  
etc.



any estate, rights, property, privileges or assets of any kind; whether real or personal, movable or immovable.

To pay  
preliminary  
cost etc.

- (27) To pay the costs, charges and expenses preliminary and incidental to the formation, establishment and registration of the company and to procure the company to be registered or recognised in any country or place outside of Hong Kong.

To carry  
Objects into  
effect etc.

- (28) To obtain any Order of the Governor of Hong Kong or of Her Majesty in Council or any Act or Ordinance of any Parliament or of any Legislative Assembly or Council or any Provisional or other Order of any proper authority in the United Kingdom or elsewhere, for enabling the company to carry any of its objects into effect, or for dissolving the company and re-incorporating its members as a new company, for any of the objects specified in this Memorandum, or for effecting any modification in the company's constitution.

To distribute  
property  
amongst  
members etc.

- (29) To distribute any of the property of the company amongst the Members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

To carry  
on any  
business of  
a similar  
nature etc.

- (30) To carry on any other business of

a similar nature or any business which may in the opinion of the Directors be conveniently carried on by the company and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

- (31) Generally to carry on and undertake any business, undertaking, transaction or operation whether mercantile, commercial, industrial, financial, manufacturing, trading or otherwise as an individual capitalist may lawfully undertake and carry on.

To carry on any business which an individual capitalist may carry on etc.

- (32) To do all or any of the above things, in any part of the world, and as principals, artisans, agents, contractors, trustees, attorneys, concessionaires, factors, licencees or otherwise and as manufacturers, wholesalers, retailers, distributors or otherwise and either alone or in conjunction with others.

To carry out Objects in any part of the world etc.

- (33) To carry on the businesses of proprietors and managers of theatres (cinema, picture-palaces and concert-halls), and to provide for the production, representation, and performance (whether by mechanical means or otherwise) of operas, stage plays, operettas, burlesques, vaudeville, revues, ballets pan-

Theatre and cinema and places of entertainment etc.

tomimes, spectacular pieces, promenade and other concerts, and other musical and dramatic performances and entertainments, and to operate places of entertainment.

To do all things incidental to Objects

(34) To do all such things as are incidental or conducive to the above objects or any of them.

Definitions and independence of Objects' clauses etc.

AND IT IS HEREBY DECLARED that the words "company" and "corporation" in this clause when not applied to this company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Hong Kong or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this clause shall unless otherwise therein provided be regarded as an independent object and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and notwithstanding the use of the words "and" and "or", shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

Liability

4. The liability of the Members is limited.

5. The capital of the Company is Dollars Two Million Hong Kong Currency (HK\$2,000,000.00) divided into 20,000 shares of \$100.00 each. The Company shall have the right to increase or reduce its

capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to divide the shares forming the capital (original increased or reduced) of the Company into several classes and to attach thereto preferential, deferred or special rights, privileges or conditions as may be determined by or in accordance with the regulations for the time being of the Company, and in addition to issue additional capital, with any such rights privileges or conditions as aforesaid, and any preference share may be issued on the term that it is, or at the option of the Company is liable, to be redeemed.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
(Sd.) WONG KAM-FU ( 黃金富 ) 18 Jordan Road, Lucky House 7/F, Flat H, Kowloon, Hong Kong. Merchant	One
(Sd.) CHU WAI FUN ( 朱惠芬 ) 18 Jordan Road, Lucky House 7/F, Flat H, Kowloon, Hong Kong. Housewife	One
Total Number of Shares Taken .....	Two

Dated the 1st day of August, 1983.

WITNESS to the above signatures:-

(Sd.) 廖瑤珠律師 LIU YIU-CHU  
Solicitor,  
Hong Kong.

**THE COMPANIES ORDINANCE (CHAPTER 32)**

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**Private Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**

**OF**

**CHINA PATENT AGENT (HONG KONG) LIMITED**

**( 中國專利代理 ( 香港 ) 有限公司 )**

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1. The regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to the Company save in so far as they are hereby specifically excluded or are inconsistent with the Articles herein contained. In particular, but without in any way limiting the generality of the foregoing, Clauses 7, 19, 39, 40, 45, 64 to 66, 69, 71, 72(b), 72(g) and the proviso to 72(g), 73 to 75 inclusive, 77 and 103 to 107 inclusive of Table "A" shall not apply to the Company.

2. The Company shall be a private company and accordingly the following provisions shall have effect:—

- (a) The number of Members for the time being of the Company (exclusive of persons who are in the employment of the Company, and of persons, who having been formerly in the employment of the Company were, while in such employment

and having continued after such employment to be, Members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this paragraph, be treated as a single Member.

- (b) Any invitation to the public to subscribe for any shares or debentures or debenture stock of the Company is hereby prohibited.
- (c) The right of transfer of shares shall be restricted as hereinafter provided.

### Shares

3. The Shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such person or persons on such terms and conditions and either at a premium or at par and with such rights and privileges annexed thereto and at such times as the Directors may think fit and with full power to give to any person the call of any shares either at par or a premium during such time and for such consideration as the Directors think fit and in particular such shares or any of them may be issued by the Directors with a preferential deferred or qualified right to dividends and in the distribution of assets of the Company and with a special or qualified rights of voting or without a right of voting. Any preference share may be issued on the terms that it is or at the option of the Company is liable to be redeemed.

4. The Company shall have the first and paramount lien upon all the shares registered in the name of each Member and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, either the

period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares.

5. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by Ordinance required, be bound to recognise any equitable or other claim to, or interest in, such shares on the part of any other person.

#### Transfer of Shares

6. (a) The Directors may in their discretion and without assigning any reason therefor, refuse to register a transfer of any share. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal as required by Section 69 of the Ordinance, but this provision shall not apply where the proposed transferee is already a member.

(b) In the event of a member desiring to sell the shares which he holds in the Company or any of them, he shall give notice of such intention to the Board and such shares shall first be offered by the Board to the members of the Company at such price as they shall in their absolute discretion decide. If within 60 days no member shall buy the said shares at such price or duly complete a purchase of the said shares or any of them such member shall, within a period of 7 days thereafter be at liberty to dispose of the same to any person not being a member.

Provided always that the sale to any such person shall in no way affect the discretion of the Board in relation to registration of the transfer as set out in sub-clause (a) hereof.



### General Meetings

7. A General Meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if no other time or place is prescribed a General Meeting shall be held at such time and place as the Directors may from time to time determine. General Meetings held under this Article shall be called Ordinary Meetings. General Meetings other than the Ordinary Meetings shall be called Extra-ordinary Meetings.

8. (a) The quorum for the transaction of business at any General Meeting shall be 2 members either holding or representing at least 50% of the paid up capital of the Company.

(b) Meetings may be held in Hong Kong or at such other place or places in the world as the majority of the shareholders in both number and value shall from time to time by resolution determine or ratify.

(c) A resolution in writing signed by all the shareholders and consisting of one document or separate copies prepared and/or circulated for the purpose shall be as valid and effectual as a resolution passed at a meeting duly convened. A cable or telex message sent by a shareholder shall be deemed to be a document signed by him for the purposes of this paragraph.

9. Until otherwise determined by a general meeting, the number of directors of the Company shall not be less than two or more than ten. No director shall be required to vacate office or be ineligible for re-election or re-appointment as a director by reason only of his having attained any particular age. A director shall not be required to hold any qualification share in the capital of the Company. Residence in Hong Kong shall not be a requisite qualification. A corporation may be a director of the Company and may exercise its functions as such director by and through a representative duly appointed by it.

10. A Director shall hold office for a term of one year and at each ordinary general meeting shall retire from office but shall be eligible for re-election.

11. Subject to the provisions of Article 11 and of Clause 72 of Table "A" (excluding sub-paragraphs (a) (b) and (g) and the proviso to paragraph(g) thereof) a Director shall hold office until either:-

- (a) He is removed from office by an extraordinary resolution of the Company, or
- (b) Notice is given to the Company by any Member at least seven days before the Ordinary Meeting of intention to propose a resolution that another person be appointed in his place and such resolution is duly passed as an ordinary resolution.

12. Any casual vacancy occurring in the Board of Directors may be filled up by the remaining director or directors and the Directors shall further have power at any time, and from time to time appoint any person as an additional Director.

13. The Company may from time to time by ordinary resolution increase or reduce the number of Directors authorised by Article 9 hereof PROVIDED that the minimum number of Directors shall not, in any circumstances, be less than three.

14. (a) The Directors shall receive such remuneration for their services for each year as the Members shall from time to time in General Meeting determine and the Members in General Meeting may decide in what shares or proportions such remuneration shall be divided or allotted and such remuneration may be either by a fixed sum or a percentage of profits or otherwise as may be determined by the Members in General Meeting. In the event of a Director retiring or for any other cause vacating his office before the end of any year his remuneration shall be deemed to have accrued up to the date when his office as a Director shall have been vacated. If any of the Directors shall be called upon to perform extra services the Members in General Meeting may remunerate the Director or Directors so doing either by a fixed sum or a percentage of profits or otherwise as may be determined by them and such remuneration may be either in addition to or in substitution for the share of such Director or Directors in the remuneration provided for the Directors. The Directors shall also be entitled to be repaid all expenses reasonably incurred by them respectively in or about the performance of their duties of Directors.

(b) Notwithstanding the foregoing, the remuneration of a working Director shall from time to time be fixed by the Directors and may be by way of salary, commission, or participation in, profits or otherwise or by all or any of those modes and with such other benefits and allowances as the Directors may from time to time decide. Such remuneration shall be in addition to his remuneration as a Director.

15. (a) No Director or intended Director shall be

diqualfified by his office from contracting with the Company either as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established. Provided always that each Director shall forthwith disclose the nature of his interest in any contract or arrangement in which he is interested but shall nevertheless be entitled to vote in respect of any such contract or arrangement.

(b) A general notice that any Director is a member, either in his own name or through his nominee, of any specified firm or Company and is to be regarded as interested in any contract or arrangement with such firm of company shall be sufficient disclosure under this Article, and after such general ntoice it shall not be necessary to give any special notice relating to any particular contract or arrangement with such firm or company.

### **Chairman of Directors**

16. The Company shall have a Chairman of the Board of Directors who shall be elected by the Board from among its members. The Chairman of the Board of Directors shall preside at all meetings of the Company.

17. The Chairman of the Board of Directors shall hold office for a term of two years and while he continues to hold that office, he shall not be subject to retirement under Article 11 hereof, but shall be subject to the same provisions as to resignation and removal as the other directors

of the Company, and he shall, *ipso facto* and immediately, cease to be the Chairman of the Board if he ceases to hold the office of director from any cause.

### **Manager**

18. The Company may have a Manager. The directors may, from time to time, appoint any one of their number or any other person to be the Manager either for a fixed term or without any limitation as to the period for which he is to hold such office, and may from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office and appoint another in his place.

19. The remuneration of the Manager shall (subject to the provisions of any contract between him and the Company) from time to time be fixed by the Directors, and may be by way of fixed salary, or commission on dividends, profits or turnover of the Company, or if any other company in which the Company is interested, or by participation in any such profits, or by any, or all of these modes, provided that, unless otherwise agreed, the remuneration or other money payable to a Manager hereunder shall in case he is a director be in addition to his remuneration as a director, if he shall also hold such office, and in addition to any other remuneration that may be provided by any contract between him and the Company.

### **General Management**

20. The Directors shall be entrusted with the general management and carrying on of the business of the Company and they shall have full power to do all such acts and things and enter into all such contracts and engagements on behalf of the Company as they may consider necessary or desirable and may also appoint and remove or suspend

any officers, clerks, accountants, agents, servants and other employees.

### **Powers of Directors**

21. Without prejudice to the general powers conferred by Clauses 67 and 68 of Table "A", and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:—

- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company;
- (2) To purchase or otherwise acquire for the Company any property, rights or privileges, at such price and generally on such terms and conditions as they think fit, and to pay for the same either in cash or in shares, bonds, debentures, or other securities of the Company;
- (3) To appoint and at their discretion remove or suspend solicitors, accountants, managers, agents, secretaries, clerks, shroffs, servants and workmen for carrying on the business of the Company, and to determine the powers and duties of such persons, and fix their salaries or emoluments and to sanction the payment of the same out of the funds of the Company.
- (4) To exercise all the borrowing powers of the Company not required by the Ordinance or these Articles to be exercised by the Company in general meeting.
- (5) To make, give, accept, endorse, transfer and

negotiate such bills of exchange or promissory notes or other similar obligations as the Directors may think desirable in carrying on the business of the Company.

- (6) To enter into all such negotiations and contracts and rescind and vary all such acts, deeds and things for the Company as may be expedient;
- (7) To make and give receipts, releases and other discharges for moneys payable to the Company, and for claims and demands of the Company.
- (8) To invest, lend or otherwise deal with any of the moneys or property of the Company in manner as they think fit, having regard to the Company's Memorandum of Association and from time to time to vary or realize any such investment.
- (9) To borrow money on behalf of the Company, and to pledge, mortgage, charge or hypothecate any of the property of the Company.
- (10) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.
- (11) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights privileges to the Company.
- (12) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(13) To declare and pay dividends to the shareholders.

(14) To set aside out of the funds of the Company before recommending any dividend, such sum as they may think proper as a reserve fund to meet contingencies or maintaining any of the property of the Company and for such other purposes as shall be considered conducive to the interests of the Company, and to invest and from time to time convert, realize or reinvest the same in such manner as is hereinbefore provided with regard to the funds of the Company.

(15) To provide from time to time for the management of the affairs of the Company in any part of the world in such manner as they shall think fit.

(16) To appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

(17) To make, vary and repeal from time to time bye-laws for the regulation of the business of the Company, its officers and servants.

#### **Alternate Directors**

22. Subject to the consent of the majority of the



remaining Directors for the time being of the Board, any Director may at any time and from time to time appoint any person to be his alternate Director and may at any time remove from office the alternate Director so appointed by him and appoint another in his place. An alternate Director shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these Articles with regard to Directors. An alternate Director shall subject to his giving to the Company an address within Hong Kong at which notice may be served upon him be entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at any meeting at which the Director by whom he was appointed is not personally present and generally in the absence of such appointor to perform all the function of his appointor as Director. An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a director. All appointments and removals of alternate Directors shall be effected by notice in writing sent to or left with the Company and signed by the Director making or revoking such appointment.

23. (a) Meetings of the Directors may be held in Hong Kong or in any other part of the world as may be convenient for the majority.

(b) Unless otherwise determined by the Company by Ordinary Resolution, the quorum for meetings of the Directors shall be two.

(c) A resolution in writing, signed by all the Directors and consisting of one document or separate copies prepared and/or circulated for the purpose shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. A cable or telex message sent by a Director shall be deemed to be a document signed by him for the purposes of this paragraph.

(d) For the purpose of this Article, a resolution signed by a representative of a corporate director duly appointed pursuant to Article 10 shall be deemed to be signed by that corporated director.

### **Secretary**

24. The Directors may from time to time by resolution appoint or remove a Secretary. In the event that the secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorised.

### **Cheques etc.**

25. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, shall be made, signed, drawn, accepted and endorsed, or otherwise executed by any one directors or by such other person or persons from time to time authorised by a resolution of the Directors.

### **The Seal**

26. Clause 71 of Table "A" shall not apply and the following Clause shall be substituted therefor:-

- (a) The Seal of the Company shall not be affixed to any deed or instrument except by the authority of a resolution of the Board and in the presence of any two Directors of the Company or such other person or persons as authorized by the Board and such Director or such person or persons shall sign every deed or instrument to which the seal of the Company is so affixed in their presence.

- (b) The Company shall be entitled to exercise the powers conferred by Section 35 of the Ordinance or any amendment or re-enactment thereof to use an official Seal in any country or place where it carries on business.

### **Reserve Fund**

27. The Company in General Meeting may before declaring any dividend or bonus in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period cause to the reserved or retained and set aside out of such profits such sum as may then be determined to form a Reserve Fund to meet contingencies or depreciation in the value of the property of the Company or for equalizing dividends or for repairing improving and maintaining the property of the Company providing against losses meeting claims or liabilities of the Company or for such other purposes as the Directors shall in their absolute discretion, think conducive to the interests of the Company.

### **Capitalisation**

28. (a) The Company in General Meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sums be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures

of the Company to be allotted and distributed as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution: Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

(b) Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

29. All moneys carried to the Reserve Fund and all other moneys of or borrowed by the Company while not immediately applicable or required for any payment to be made by the Company may be either employed in the business of the Company without being kept separate from the other assets, or be invested by the Directors upon such

securities (other than the purchase of or a loan upon shares of the Company) as the Directors may from time to time think proper with power for them from time to time to deal with any vary such investments and to dispose of all or any part thereof for the benefit of the Company and divide the Reserve Fund into such special funds retransfer the Reserve Fund or any part thereof to the credit or Profit and Loss account or otherwise deal with the same as they may think fit.

### **Winding Up**

30. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up Capital, such assets shall be distributed so that as near as may be the losses shall be borne by the members in portion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets availabel for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencemnt of the winding up the excess shall be distributed among the members in proportion to the Capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holds of any shares issued upon special terms and conditions.

31. (a) If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of an extraordinary resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction think fit.

(b) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent.

(c) In case any of the shares to be divided as aforesaid consist of shares which involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the extraordinary resolution, by notice in writing, direct the Liquidator to sell his proportion and pay him the net proceeds, and the liquidator shall, if practicable, act accordingly.

### Notices

32. Every member shall register with the Company an address either in Hong Kong or elsewhere to which notices can be sent and if any member shall fail so to do notice may be given to such member by sending the same in any of the manners hereinafter mentioned to his last known place of business or residence or, if there none, by posting the same for three days at the office of the Company.

33. A notice may be given by delivery, prepaid letter (airmail in the case of a registered address outside Hong Kong) cable or telex message.

34. (a) A notice delivered to the registered address shall be deemed to have been served at the time of delivery.

(b) A notice sent by prepaid letter to an address

in Hong Kong shall be deemed to have been served on the day following its posting.

(c) A notice sent by prepaid airmail letter to an address outside Hong Kong shall be deemed to have been served on the seventh day following its posting.

(d) A notice sent by cable or telex message shall be deemed to have been served on the day following the despatch of the cable or telex message.

(e) In the case of a notice sent by prepaid letter, in proving service thereof it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and stamped and was deposited in a post box or at the post office.

35. All notice with respect to shares standing in the names of joint holders shall be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all the holders of such shares.

36. Any persons who by operating of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the registre shall be duly given to the person from whom he derives his title to such share.

37. Any notice or document delivered or sent by post or left at the registered address of any member in pursuance of these presents, shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such members until some other person be registered in his stead as the holder

or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document or his or her executors or administrators and all persons (if any) jointly interested with him in any such share.



Names, Addresses and Descriptions of Subscribers.

(Sd.) WONG KAM-FU  
( 黃金富 )  
18 Jordan Road,  
Lucky House 7/F, Flat H,  
Kowloon, Hong Kong.  
Merchant

(Sd.) CHU WAI FUN  
( 朱惠芬 )  
18 Jordan Road,  
Lucky House 7/F, Flat H,  
Kowloon, Hong Kong.  
Housewife

Dated the 1st day of August, 1983.

WITNESS to the above signatures:-

(Sd.) 廖瑤珠律師 LIU YIU-CHU  
Solicitor,  
Hong Kong.

