

Jenscare Scientific Co., Ltd.

Articles of Association

March 2023

(Applicable after the issuance of H shares)

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Jenscare Scientific Co., Ltd.

Articles of Association

Chapter 1 General Provisions

Article 1.1 Jenscare Scientific Co., Ltd. (hereinafter the “Company”) is a joint stock limited company established pursuant to the Company Law of the People’s Republic of China (hereinafter the “Company Law”), the Securities Law of the People’s Republic of China (hereinafter the “Securities Law”), the Special Regulations of the State Council on the Overseas Offering and Listing of Shares by Joint Stock Limited Companies (hereinafter the “Special Regulations”) and other relevant requirements under the laws and administrative rules of China.

The Company is a joint stock limited company established through conversion of its predecessor Ningbo Jenscare Biotechnology Co., Ltd. as a whole. It was registered with the Ningbo Administration for Market Regulation and obtained a business license on March 23, 2021. The unified social credit code of the Company is: 91330201583980804P.

The promoters of the Company include: Ningbo Sangdi Investment Management L.P. (Limited Partnership), Tianjin Fanshi Management Consulting L.P. (Limited Partnership), Shanghai Shidi Industrial Development Co., Ltd., Ningbo Linfeng Biotechnology Co., Ltd., WU Danke, LV Shiwen, Ningbo Mukang Venture Capital Partnership (Limited Partnership), Ningbo Kefeng Investment Management L.P. (Limited Partnership), Hangzhou Chende Investment L.P. (Limited Partnership), Suzhou Chenzhide Investment L.P. (Limited Partnership), Hangzhou Proxima Innovative Investment L.P. (Limited Partnership), MA Ji, Hainan Maidu Enterprise Management L.P. (Limited Partnership), Suzhou Proxima Venture Investment L.P. (Limited Partnership), GP Healthcare Equity Investment L.P. (Limited Partnership), Tianjin Fanchuan Management Consulting L.P. (Limited Partnership), Beijing PICC Healthcare Investment Fund, L.P., Zhuhai Yuheng Equity Investment L.P. (Limited Partnership), Shanghai Changxiang Medical Technology Center (Limited Partnership), Qiushixingde (Tianjin) Investment Center (Limited Partnership), China Life Chengda (Shanghai) Healthcare Equity Investment Center (Limited Partnership), CICC Pucheng Investment Co., Ltd. and Hainan Hualing Investment L.P. (Limited Partnership).

Article 1.2 Registered name of the Company

The Chinese name of the Company is: 寧波健世科技股份有限公司

The English name of the Company is: Jenscare Scientific Co., Ltd.

Article 1.3 The Company's legal residence: Block 5, B Area, No. 777, Binhai 4th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province

Postal code: 315336

Telephone number: 0574-63935666

Fax: 0574-63935666

Article 1.4 The legal representative of the Company is the Chairman of the Board of Directors of the Company.

Article 1.5 The Company is a joint stock limited company with perpetual existence.

Article 1.6 The original Articles of Association has been effective since the date of registration of the Company.

The Articles of Association shall take effect after being adopted by a special resolution passed at the Company's general meeting, upon approval of the relevant competent authorities of the State and the listing of overseas listed foreign Shares of the Company on the Stock Exchange of Hong Kong Limited (hereinafter the "Hong Kong Stock Exchange"). After the Articles of Association comes into effect, the original Articles of Association shall be superseded by these Articles of Association. All activities of the Company must comply with and conform to the provisions of the Company Law, the Special Regulations and the Articles of Association.

The Articles of Association, from the date it becomes effective, shall be the document legally binding on standardizing the organization and behaviors of the Company, and the rights and obligations between the Company and the Shareholders and among the Shareholders.

Article 1.7 The Articles of Association shall be binding on the Company and its Shareholders, Directors, supervisors, general manager and other senior management members, who shall have the right to make any claims and propositions regarding the Company's affairs in accordance with the Articles of Association.

In accordance with the Articles of Association, the Shareholders may take actions against the Company; the Company may take actions against the Shareholders; the Shareholders may lodge claims against other Shareholders; the Shareholders may take actions against Directors, supervisors, general manager and other senior management members of the Company.

The actions aforementioned include the initiation of legal proceedings with a court proceedings or application to an arbitration institution for arbitration.

Article 1.8 The Company may invest in other limited liability companies or joint stock companies and shall be liable to such invested companies to the extent of the amount of its investment. However, unless otherwise stipulated by laws, the Company shall not have any joint liability for any debts of the investee in its capacity as a capital contributor. The Company may, based on its business development requirements and subject to the approval of relevant government authorities, establish subsidiaries or such branches as sub-branches and representative offices, offices in overseas or the Hong Kong Special Administrative Region (hereinafter “Hong Kong”), the Macau Special Administrative Region and Taiwan.

Chapter 2 Purposes and Scope of Business

Article 2.1 The business purpose of the Company is to become the leader of innovative solutions for structural heart diseases in the world.

Article 2.2 The Company’s scope of business includes: general items: engineering and technical research and experimental development; technical services, technology development, technology consulting, technology exchange, technology transfer, technology promotion; medical research and experimental development; research and development of new materials and technologies; natural science research and experimental development; production of Class I medical devices; sales of Class I medical devices; sales of Class II medical devices (except for the business activities for the items subject to approval in accordance with the laws, business activities for any other items can be lawfully carried out independently as permitted under its business license). Permitted items: inspection and testing services; production of Class II medical devices; production of Class III medical devices; Class III medical devices operation; import and export of goods (for the items subject to approval in accordance with the laws, upon obtaining such approval from relevant authorities, the business activities for such items are allowed to commence for which the specific scope shall be subject to such approval).

The business scope of the Company shall be that as approved by the company registration authorities.

The Company may lawfully change its scope of business and go through the formalities for such change in response to the domestic and international market changes, its business development and capabilities upon the approval of the general meeting and relevant governmental authorities (if required).

Chapter 3 Shares and Registered Capital

Article 3.1 The Company must at all times have ordinary share capital. Subject to the approval of competent department authorized by the State Council, the Company may have different classes of shares for various purposes.

Article 3.2 The shares of the Company shall take the form of share certificates. The share certificates issued by the Company shall each have a par value of RMB1.

Shares of the Company shall be issued based on the principles of fairness and justice. Shares of the same class shall rank *pari passu* with each other. For the same class of shares issued in the same tranche, each share shall be issued under the same conditions and price. Each subscriber, whether an entity or an individual, shall pay the same price for each share for which he/she subscribes for. The domestic shares and overseas listed foreign shares issued by the Company shall have equal rights in the payment of dividend or distribution in any other form.

Article 3.3 The Company may offer its shares to both domestic and foreign investors with the approval of the relevant securities regulatory authority under the State Council.

Foreign investors referred to in the preceding paragraph mean those investors in foreign countries, Hong Kong, Macau and Taiwan who subscribe for the shares issued by the Company; domestic investors mean those investors in the People's Republic of China, excluding the aforementioned regions, who subscribe for the shares issued by the Company.

Article 3.4 Shares issued by the Company to domestic investors for subscription in Renminbi are referred to as domestic shares. Shares issued by the Company to overseas investors for subscription in foreign currency are referred to as foreign shares. Foreign shares which are listed outside the People's Republic of China are referred to as overseas listed foreign shares.

Shares listed on an overseas stock exchange upon approval by the department authorized by the State Council and by the overseas securities regulatory authority are collectively known as overseas listed shares.

Foreign shares issued by the Company and listed on the Hong Kong Stock Exchange are known as H shares. These shares are approved for listing on the Hong Kong Stock Exchange, have a par value denominated in Renminbi and are subscribed for and traded in foreign currencies.

Foreign currencies referred to in the preceding paragraph mean the lawful currencies, other than Renminbi, of other countries or regions, which are recognized by the foreign exchange authority of the State and can be used to pay to the Company for the shares.

To the extent as permitted by relevant law, administrative regulations and department rules, shareholders of the Company may apply for the listing of its unlisted shares they hold on an overseas stock exchange upon approval by the regulatory authorities such as securities regulatory authority under the State Council. Listing of the aforesaid shares on an overseas stock exchange shall also be in compliance with the regulatory procedures, regulations and requirements of the overseas securities market.

Holders of domestic shares of the Company may transfer the shares held by them to overseas investors and such transferred shares are listed or traded on an overseas stock exchange, upon the approval by the securities regulatory authority of the State Council and the Hong Kong Stock Exchange. All or part of the Company's domestic shares can be converted into foreign shares, and converted foreign shares can be listed and traded on the overseas stock exchanges. The listing and trading of the transferred or converted shares on an overseas stock exchange shall also be in compliance with the regulatory procedures, regulations and requirements of the overseas securities market.

No shareholders' approval has to be sought in a general meeting or a class meeting before listing and trading of converted shares on overseas stock exchanges or conversion of domestic shares into foreign shares for listing and trading on overseas stock exchanges. Domestic shares, once converted into overseas listed foreign shares, become the same class of such overseas listed foreign shares listed on such overseas stock exchange.

Article 3.5

A total of 360,000,000 ordinary shares were issued to the promoters upon incorporation of the Company, all of which were subscribed for and held by those promoters. The name of each of the promoters of the Company, number of Shares subscribed, means of capital contributions and time of capital contributions are as follows:

No.	Name of promoters	Number of Shares subscribed (0'000)	Means of capital contributions	Time of capital contributions
1	Ningbo Sangdi Investment Management L.P. (Limited Partnership)	3,093.4440	By conversion of net assets into Shares	February 28, 2021
2	Shanghai Shidi Industrial Development Co., Ltd.	3,936.8160	By conversion of net assets into Shares	February 28, 2021
3	Ningbo Linfeng Biotechnology Co., Ltd.	2,110.8600	By conversion of net assets into Shares	February 28, 2021
4	WU Danke	350.4960	By conversion of net assets into Shares	February 28, 2021
5	LV Shiwen	3,925.5840	By conversion of net assets into Shares	February 28, 2021
6	Ningbo Mukang Venture Capital Partnership (Limited Partnership)	2,589.0840	By conversion of net assets into Shares	February 28, 2021
7	Ningbo Kefeng Investment Management L.P. (Limited Partnership)	1,299.8160	By conversion of net assets into Shares	February 28, 2021
8	Hangzhou Chende Investment L.P. (Limited Partnership)	1,093.5720	By conversion of net assets into Shares	February 28, 2021
9	Suzhou Chenzhide Investment L.P. (Limited Partnership)	1,418.0400	By conversion of net assets into Shares	February 28, 2021
10	Hangzhou Proxima Innovative Investment L.P. (Limited Partnership)	595.8720	By conversion of net assets into Shares	February 28, 2021
11	MA Ji	249.9840	By conversion of net assets into Shares	February 28, 2021
12	Hainan Maidi Enterprise Management L.P. (Limited Partnership)	4,123.6200	By conversion of net assets into Shares	February 28, 2021
13	Suzhou Proxima Venture Investment L.P. (Limited Partnership)	374.0400	By conversion of net assets into Shares	February 28, 2021

No.	Name of Shareholders	Number of Shares subscribed (0'000)	Means of capital contributions	Time of capital contributions
14	GP Healthcare Equity Investment L.P. (Limited Partnership)	374.0400	By conversion of net assets into Shares	February 28, 2021
15	Tianjin Fanchuan Management Consulting L.P. (Limited Partnership)	922.1760	By conversion of net assets into Shares	February 28, 2021
16	Beijing PICC Healthcare Investment Fund, L.P.	799.9920	By conversion of net assets into Shares	February 28, 2021
17	Zhuhai Yuheng Equity Investment L.P. (Limited Partnership)	1,861.8120	By conversion of net assets into Shares	February 28, 2021
18	Shanghai Changxiang Medical Technology Center (Limited Partnership)	290.9160	By conversion of net assets into Shares	February 28, 2021
19	Qiushixingde (Tianjin) Investment Center (Limited Partnership)	1,440.0000	By conversion of net assets into Shares	February 28, 2021
20	China Life Chengda (Shanghai) Healthcare Equity Investment Center (Limited Partnership)	1,309.1040	By conversion of net assets into Shares	February 28, 2021
21	Tianjin Fanshi Management Consulting L.P. (Limited Partnership)	306.1800	By conversion of net assets into Shares	February 28, 2021
22	CICC Pucheng Investment Co., Ltd.	261.8280	By conversion of net assets into Shares	February 28, 2021
23	Hainan Hualing Investment L.P. (Limited Partnership)	3,272.7240	By conversion of net assets into Shares	February 28, 2021
	Total	36,000	-	-

Article 3.6 Upon the issuance of the overseas listed foreign shares and the completion of the conversion of Shares into overseas listed foreign shares, the capital structure of the Company is as follows: 417,167,290 ordinary shares, comprising 252,415,080 domestic shares, 33,161,578 unlisted foreign shares and 131,590,632 overseas listed foreign shares (including 107,584,920 and 15,929,312 overseas listed foreign shares converted from domestic shares and unlisted foreign shares, respectively).

Article 3.7 The board of the directors of the Company may make arrangement for the Company's separate issuance of overseas listed foreign shares and domestic shares according to the issue scheme approved by the securities regulatory authority under the State Council.

According to the aforesaid scheme for separate issuance of overseas listed foreign shares and domestic shares, the Company may issue the shares separately within 15 months after approval of the securities regulatory authority under the State Council.

Article 3.8 If the Company separately issues overseas listed foreign shares and domestic shares within the total number specified in the issue scheme, the said shares shall be issued respectively at one time. If it is impossible for the shares to be issued at one time for special reasons, the shares may be issued in several tranches subject to the approval by the securities regulatory authorities of the State Council.

Article 3.9 Upon conversion to an incorporated company, the Company has a registered capital of RMB360,000,000. Prior to the issuance of H shares, the registered capital of the Company is RMB409,090,890 divided into 409,090,890 shares in total.

Upon the completion of the issuance of H shares, the registered capital of the Company is RMB417,167,290, and the total investment amount is RMB1,251,501,870. Based on the actual issuance, the Company shall complete corresponding registration procedures for the change in registered capital with the original company registration authority, and submit the filing with securities regulatory authorities under the State Council.

Article 3.10 The Company may, based on its business and development needs and in accordance with laws and regulations, increase its share capital in accordance with relevant provisions of the Articles of Association.

The Company may increase its capital in the following manners:

- (I) public offering of Shares;
- (II) non-public offering of Shares;
- (III) placing or distributing new shares to existing Shareholders;
- (IV) conversion of provident funds into share capital;
- (V) other ways permitted by the laws and administrative regulations.

The Company's increase of capital by issuing new shares shall, after obtaining the approval pursuant to the provisions of the Articles of Association, be conducted in accordance with the procedures as provided in relevant laws and administrative regulations of the State, and relevant regulatory rules of the place where the Company's shares are listed.

Article 3.11 Unless otherwise provided by laws and administrative regulations, or with the consent of the stock exchange on which the Company's shares are listed, fully paid-up overseas listed foreign shares of the Company are freely transferable and are not subject to any lien. Shares of the Company could be granted, inherited and pledged in accordance with relevant laws, administrative regulations and the provisions of the Articles of Association. The transfer of the Shares of the Company shall be registered with local share registrar designated by the Company.

Chapter 4 Reduction of Capital and Repurchase of Shares

Article 4.1 The Company may reduce its registered capital according to the provisions of the Articles of Association. The Company may reduce its registered capital in accordance with the procedures as provided in the Company Law, other relevant regulations and the Articles of Association.

Article 4.2 The Company must prepare a statement of assets and liabilities and an inventory of assets for the reduction of its registered capital.

The Company shall notify its creditors within 10 days from the date of the Company's resolution to reduce its registered capital and shall publish an announcement in a newspaper within 30 days from the date of such resolution. The creditors may require the Company to repay its debts or provide corresponding guarantee within 30 days from the date they receive the above notice or within 45 days from the date of the first announcement if no such notice is received.

Article 4.3

The Company may, in accordance with the procedures set out in the Articles of Association and with the approval of relevant competent authorities of the State, repurchase its issued and outstanding shares under the following circumstances:

- (I) reduction of the registered capital of the Company;
- (II) merger with another company that holds the Shares in the Company;
- (III) using the Shares for the employee share ownership scheme or equity incentive scheme;
- (IV) repurchase of the Shares held by the Shareholders as requested by them since they object the resolution for the merger or spinning-off of the Company proposed at a general meeting;
- (V) using the Shares for conversion of convertible corporate bonds issued by the Company;
- (VI) being necessary for the Company to protect its value and its shareholders' interests;
- (VII) other circumstances as permitted by laws and administrative regulations.

Except under the circumstances as mentioned above, the Company shall not engage in the trading of its shares.

In the event that the Company repurchases its own shares, it shall fulfill its obligation of information disclosure in accordance with the laws.

Article 4.4

The Company may, upon the approval by relevant competent authorities of the State, repurchase its shares in any of the following ways:

- (I) making a pro rata general offer of repurchase to all of its shareholders;
- (II) repurchasing the shares through public trading on a stock exchange;
- (III) repurchasing the shares by an off-market agreement outside the stock exchange;
- (IV) other means approved by the laws, administrative regulations and relevant regulatory authorities.

Article 4.5

The Company must obtain prior approval of the shareholders at a general meeting in the manner stipulated in the Articles of Association before repurchasing its shares by means of an off-market agreement outside a stock exchange. The Company may, by obtaining the prior approval of the shareholders' general meeting in the same manner, rescind the off-market agreement it has entered into or vary the terms or waive any rights therein.

An agreement for the repurchase of the shares referred to in the preceding paragraph includes but not limited to an agreement for assuming the obligation, or acquiring the right, to repurchase the shares.

The Company shall not assign the agreement for the repurchase of its shares or any right provided therein.

For the redeemable shares that the Company is entitled to repurchase:

- (I) the price shall be capped at a maximum price if the repurchase is not made on the market or by way of tender;
- (II) an invitation to tender shall be made available to all shareholders equally if the repurchase is made by way of tender.

Article 4.6

The resolution for approval of the repurchase of the shares of the Company under the circumstances specified in sub-articles (I) and (II) of Article 4.3 shall be obtained at a Shareholders' general meeting. The resolution for the approval of the repurchase of the shares of the Company under the circumstances specified in sub-article (III) of Article 4.3 shall be obtained at a board meeting in which over two-thirds of the directors are present in accordance with the provisions of the Company's Articles of Association or the authorization of the shareholders' general meeting.

Upon the completion of the repurchase of the shares of the Company in accordance with the provisions of Article 4.3, the shares so repurchased shall be cancelled within 10 days from the date of repurchase under the circumstances stipulated in sub-article (I) or such shares shall be assigned or cancelled within six months under the circumstances stipulated in sub-articles (II) and (IV).

In the event that the Company repurchases its shares in accordance with sub-articles (III), (V) and (VI) of Article 4.3, the aggregate number of shares held by the Company shall not exceed 10% of the Company's total number of shares in issue and such shares shall be assigned or cancelled within three years.

After cancellation of the repurchased shares in accordance with laws, the Company shall apply to the original company registration authority for registration of changes in registered capital.

The aggregate par value of the cancelled shares shall be deducted from the registered capital of the Company.

Article 4.7

Unless the Company is under liquidation, it shall observe the following regulations when repurchasing its outstanding shares:

- (I) where the Company repurchases its shares at par value, payment shall be made out of book balance of the distributable profits of the Company or out of proceeds from the issue of new shares made for that purpose;
- (II) where the Company repurchases its shares at a premium to the par value, payment representing the par value shall be made out of the book balance of the distributable profits of the Company or out of the proceeds from the issue of new shares made for that purpose. Payment for the portion in excess of the par value shall be made as follows:
 - (1) out of the book balance of the distributable profits of the Company if the shares so repurchased were issued at par value;
 - (2) out of the book balance of the distributable profits of the Company or out of the proceeds from the issue of new shares made for such purpose if the shares so repurchased were issued at a premium to the par value, provided that the amount paid out of the proceeds from the issue of new shares shall not exceed the aggregate of premiums received from the issue of the shares repurchased and shall not exceed the amount of the Company's share premium account (or capital reserve account) (including the premiums from the issue of new shares) at the time of such repurchase;
- (III) payment by the Company in consideration of the followings shall be made out of the Company's distributable profits:
 - (1) acquisition of rights to repurchase its shares;
 - (2) variation of any contract for the repurchase of its shares;
 - (3) discharge of any of its obligations under any contract for the repurchase of its shares.
- (IV) after the Company's registered share capital has been reduced by the total par value of the cancelled shares in accordance with relevant provisions, the amount deducted from the distributable profits for payment of the par value portion of the shares so repurchased shall be transferred to the Company's share premium account (or its capital reserve account).

Where the laws, administrative regulations and relevant requirements of the regulatory authorities have any other provisions in respect of the financial arrangement related to the aforementioned share repurchase, such provisions shall prevail.

Chapter 5 Financial Assistance for Repurchase of Shares of the Company

Article 5.1 The Company or its subsidiaries (including affiliates of the Company) shall not at any time provide any financial assistance to purchasers or potential purchasers of the Company's shares in any way. The aforesaid purchasers include persons directly or indirectly incurring any obligation by reason of his/her purchase of the Company's shares.

The Company or its subsidiaries shall not, by any means at any time, provide financial assistance to the said obligor for the purpose of reducing or discharging the obligations assumed by such person.

This provision does not apply to the circumstances as stated in Article 5.3 of the Articles of Association.

Article 5.2 Financial assistance referred to in this chapter includes (but not limited to) the following:

- (I) by way of gift;
- (II) by way of guarantee (including the provision of any undertaking or property to secure the performance of the obligations by the obligor), indemnity (other than indemnity arising out of the Company's own fault) or release or waiver of any right;
- (III) provision of a loan or entering into any other agreement under which the obligations of the Company are to be fulfilled before the obligations of another party, or entering into an agreement to change such loan or the parties of such agreement or the assignment of the rights under such loan or agreement;
- (IV) any other form of financial assistance given by the Company when the Company is insolvent or has no net assets, or when its net assets would thereby be reduced to a material extent.

The assumption of obligations referred to in this chapter includes the assumption of obligations by way of contract or other arrangement (irrespective of whether such contract or arrangement is enforceable or not and irrespective of whether such obligations are borne jointly with other persons) or by any other means which results in a change in his/her financial position.

Article 5.3

The following acts shall not be deemed as the acts prohibited under Article 5.1 of the Articles of Association:

- (I) provision of financial assistance by the Company where the financial assistance is given in good faith and for the interests of the Company, and the principal purpose of giving such financial assistance is not for the purchase of the shares in the Company, or is an incidental part of some larger purpose of the Company;
- (II) lawful distribution of the Company's assets as dividends;
- (III) distribution of dividends in the form of shares;
- (IV) reduction of registered capital, repurchase of the shares or adjustment of the share capital structure effected in accordance with the Articles of Association;
- (V) provision of loans by the Company for its normal business activities within its scope of business (provided that the net assets of the Company are not thereby reduced or that, to the extent that the net assets are thereby reduced, the financial assistance is provided out of the distributable profits of the Company);
- (VI) contributions made by the Company to the employee share ownership scheme (provided that the net assets of the Company are not thereby reduced or that, to the extent that the net assets are thereby reduced, the financial assistance is provided out of the distributable profits of the Company).

Chapter 6 Share Certificates and the Register of Shareholders

Article 6.1

The Company's share certificates shall be in registered form.

In addition to those items required under the Company Law, a share certificate of the Company shall also contain any other items required to be specified by the stock exchange on which the shares of the Company are listed.

During the listing of the Company's overseas listed foreign shares on the Hong Kong Stock Exchange, the Company shall ensure that the following statements are included in all title documents (including certificates of overseas listed foreign shares) relating to the securities listed on the Hong Kong Stock Exchange and shall instruct and procure its share registrar to reject the registration of the subscription, purchase or transfer of the shares in the name of any individual holder unless and until such individual holder submits to the share registrar a completed and signed form in respect of such shares which shall contain the following statements:

- (1) the purchaser of the share agrees with the Company and each of the shareholders, and the Company agrees with each of the shareholders, to observe and comply with the requirements of the Company Law, Special Regulations and other relevant laws, administrative regulations and the Articles of Association.
- (2) the purchaser of the share agrees with the Company and each of its shareholders, directors, supervisors, managers and senior management, and the Company, acting on its own behalf and for each of directors, supervisors, managers and senior management of the Company, agrees with each of the shareholders that, they will refer to arbitration for settlement of all disputes and claims arising from the Articles of Association, or disputes and claims of rights in relation to the Company's affairs arising from any rights or obligations under the Company Law or other relevant laws and administrative regulations in accordance with the provisions of the Articles of Association, and that any referral to arbitration shall be deemed to authorize the arbitration tribunal to hold a public hearing and announce its arbitration award to the public. Such award shall be final and conclusive.
- (3) the purchaser of the share agrees with the Company and each of its shareholders that the shares of the Company can be freely transferred by their holders.
- (4) the purchaser of the share authorizes the Company to enter into a contract on his/her behalf with each of the directors, managers and senior management, pursuant to which the directors, managers and senior management undertake to observe and fulfil their duties under the Articles of Association to the shareholders.

Article 6.2 The Company shall not accept any shares of the Company as the subject of a pledge. Shares of the Company could be transferred, granted, inherited and pledged in accordance with the provisions of relevant laws, administrative regulations, rules of the stock exchange on which the Company's shares are listed and the Articles of Association.

Assignment and transfer of shares shall be registered with the share registrar designated by the Company.

Article 6.3 The share certificates are signed by the chairman of the board. Where the stock exchange on which the shares of the Company are listed requires the share certificates to be signed by other senior management of the Company, they shall also be signed by such other senior management. The share certificates shall take effect after being affixed with the seal of the Company or machine-imprinted seal. The share certificates shall only be affixed with the Company's seal under the authorization of the board. The signatures of the chairman of the board or other related senior management on the share certificates may also be in printed form. Under the circumstance of paperless issuance and trading of the Company's shares, the regulations of the securities regulatory authorities and the stock exchanges of the places where the shares of the Company are listed shall prevail.

Article 6.4 For overseas listed foreign Shares, the Company shall maintain a register of members stating the following particulars:

- (I) the name, address (domicile), occupation or nature of each shareholder;
- (II) the class and number of shares held by each shareholder;
- (III) the amount paid or payable for the shares held by each shareholder;
- (IV) the serial number of the share certificate held by each shareholder;
- (V) the date on which each shareholder is registered as a shareholder;
- (VI) the date on which each shareholder ceases to be a shareholder.

Unless there is evidence to the contrary, the register of members shall be sufficient evidence of the shareholders' shareholdings in the Company.

Article 6.5 The Company may, in accordance with the understanding and agreements made between the securities regulatory authorities of the State Council and an overseas securities regulator, maintain the register of members of overseas listed foreign shares at an overseas location and appoint an overseas agent to manage the same. The original copy of the register of members of overseas listed foreign shares listed in Hong Kong shall be maintained in Hong Kong.

A duplicate copy of the register of members of overseas listed foreign shares shall be maintained at the domicile of the Company and shall be open for inspection by the shareholders. The appointed overseas agent(s) shall ensure the consistency between the original and the duplicate copies of the registers of members at all times.

Where the original and the duplicate copies of the register of members of overseas listed foreign shares are inconsistent, the original copy shall prevail.

Article 6.6 The Company shall keep a complete register of members.

The register of members shall comprise the following:

- (I) the register of members kept at the domicile of the Company other than the registers of members referred to in sub-articles (II) and (III) of this Article;
- (II) the register of members of the Company's overseas listed foreign shares kept at the place(s) of the overseas stock exchange(s) on which such shares are listed;
- (III) the register of members kept in other location(s) as determined by the board of directors to fulfil the requirements for the listing of the shares of the Company.

Article 6.7 Different parts of the register of members shall not overlap. Any transfer of the shares registered in one part of the register of members shall not be registered in another part of the same so long as such registration of such shares subsists.

Any alteration or rectification to different parts of the register of members shall be made in accordance with the laws in the place where such part of the register of members is maintained.

Article 6.8

All fully-paid overseas listed foreign shares listed in Hong Kong may be transferred freely in accordance with the Articles of Association and shall not be subject to any lien. However, the board of directors may refuse to recognize any instrument of transfer without giving any reason, unless:

- (I) any instrument of transfer and other documents that are related to or may affect the ownership of the shares shall be registered; in case that any fees or charges shall be paid for the registration, such fees or charges shall not exceed the maximum fees or charges specified in the Listing Rules from time to time;
- (II) the instrument of transfer only relates to the overseas listed foreign shares listed in Hong Kong;
- (III) the stamp duty chargeable on the instrument of transfer has been paid;
- (IV) relevant share certificate(s) and any other evidence reasonably required by the board of directors certifying that the transferor has the right to transfer the shares shall be provided;
- (V) if the shares are to be transferred to joint holders, the maximum number of joint holders shall not be more than four;
- (VI) the relevant shares are free from any liens of the Company.

If the Company refuses to register the share transfer, it shall send to the transferor and the transferee a notice of refuse in relation to the transfer of shares within two months from the date on which the application for transfer is duly made.

The transfer of overseas listed foreign shares of the Company listed in Hong Kong shall be effected by instruments of transfer in writing in an ordinary or usual form or in any other form acceptable to the board of directors. The instruments of transfer may also be signed by hand, or where the transferor or transferee is a recognized clearing house (the "Recognized Clearing House") as defined in Hong Kong laws or its nominee, the instruments of transfer may be signed in a machine-imprinted format. All transfer documents shall be maintained at the legal address of the Company or such other places as the board of directors may specify from time to time.

Article 6.9

The register of members will be closed for 30 days prior to the date of a shareholders' general meeting or for 5 days before the record date for the Company's determination of dividend payment, during which period no transfer of any shares will be registered.

Article 6.10 In the event that the Company convenes a shareholders' general meeting, distributes dividends, goes into liquidation or carries out other activities that require the determination of identity, the board of directors shall fix a record date for such purpose. Upon the close of the record date, the shareholders whose names appear on the register of members are registered Shareholders.

Article 6.11 Any person who objects to the register of members and requests to register his/her/its name in the register of members or to remove his/her/its name from the register of members may apply to the court with jurisdiction to correct the register of members.

Article 6.12 Any Shareholders who is registered in, or any person who requests to have his/her/its name entered in, the register of members may (if his/her/its Share certificate (the "Original Share Certificate(s)") is lost) apply to the Company for a replacement of new share certificates in respect of such Shares ("Relevant Shares").

In the event a holder of domestic shares loses his/her/its share certificates and applies for a replacement, it shall be dealt with pursuant to the provisions in Article 143 of the Company Law.

In the event a shareholder of overseas listed foreign shares loses his/her/its share certificates and applies for a replacement, it shall be dealt with pursuant to the laws and rules of the stock exchange or other related provisions where the original register of members of the overseas listed foreign shares is maintained.

In the event a shareholder of overseas listed foreign shares of a Hong Kong listed company loses his/her/its share certificates and applies for a replacement, the issue of the replacement of share certificate shall comply with the following requirements:

- (I) An applicant shall submit the application in the form prescribed by the Company accompanied by a notarial certificate or statutory declaration, containing the grounds upon which the application is made and the circumstances and evidence of the loss of the share certificate, and stating that no other person shall be entitled to request to be registered as a shareholder with respect to the Relevant Shares.
- (II) No statement has been received by the Company from any person other than the applicant requesting for having his/her name to be registered as the shareholder with respect to such shares before the Company came to a decision to issue a replacement share certificate.

- (III) The Company shall, if it decides to issue a replacement share certificate to the applicant, publish an announcement of its intention to issue such replacement share certificate in such newspapers designated by the board. The announcement shall be made at least once every 30 days in a period of 90 days.
- (IV) The Company shall, prior to the publication of the announcement of intention to issue a replacement certificate, deliver a copy of the announcement to be published to the stock exchange on which the shares are listed. The Company may publish the announcement upon receiving a confirmation from the stock exchange that the copy of announcement has been exhibited at the stock exchange. The announcement shall be exhibited at the stock exchange for a period of 90 days.

If an application to issue a replacement share certificate has been made without the consent of the registered shareholders of the Relevant Shares, the Company shall send a copy of the announcement to be published by post to such shareholders.

- (V) In the event that, upon expiration of the 90-day exhibition period of the announcement specified in sub-articles (III) and (IV) of this Article, the Company has not received from any person any objection to the issue of the replacement share certificate, the Company may issue the replacement share certificate to the applicant according to his/her/its application.
- (VI) Where the Company issues a replacement share certificate under the Articles of Association, it shall forthwith cancel the Original Share Certificate(s) and enter the cancellation and issue in the register of members.
- (VII) All expenses incurred by the Company for the cancellation of an Original Share Certificate(s) and issue of the replacement share certificate shall be borne by the applicant. The Company has the right to refuse to take any action until a reasonable guarantee is provided by the applicant.

Article 6.13 Where the Company issues a replacement share certificate pursuant to the Articles of Association, the name of a bona fide purchaser who obtains the aforementioned new share certificate or a shareholder who is thereafter registered as the owner of such shares (if he/she is a bona fide purchaser) shall not be removed from the register of members.

Article 6.14 The Company shall not be liable for any loss suffered by any person arising from the cancellation of the Original Share Certificate(s) or the issuance of a replacement share certificate unless the claimant can prove that the Company has committed a fraudulent act.

Chapter 7 Rights and Obligations of Shareholders

Article 7.1 A shareholder of the Company is a person who lawfully holds the shares of the Company and whose name is registered in the register of members.

Shareholders have rights and obligations according to the class and number of the shares they hold. Shareholders who hold the same class of shares have same rights and same obligations.

Article 7.2 Where two or more persons are registered as joint holders of any share(s), they shall be deemed as joint holders of such share(s) but shall be subject to the following restrictions:

- (I) the Company may not register more than four persons as joint shareholders of any share(s);
- (II) all joint holders of any share(s) shall jointly and severally assume obligation for all amounts payable for Relevant Shares;
- (III) if one of the joint holders dies, only the surviving joint holders shall be deemed by the Company to be such persons as having the ownership of the Relevant Shares. The board of the directors of the Company has the right, for the purpose of making amendments to the register of members, to demand a death certificate of such shareholder where it deems appropriate to do so;
- (IV) with regard to joint shareholding, only the joint holder whose name appears first in the register of members is entitled to receive the share certificates of Relevant Shares and the Company's notices, and to attend and exercise voting rights at a shareholder's general meeting of the Company. Any notice delivered to that person shall be deemed as having been delivered to all joint holders of the Relevant Shares.

Where one of the joint shareholders delivers a receipt to the Company as regards to any dividends, bonus or return on capital which shall be distributed to such joint shareholders, such receipt shall be deemed as a valid receipt from such joint shareholders to the Company.

Article 7.3 The Shareholders of ordinary shares of the Company have the following rights:

- (I) to receive dividends and other forms of benefits in proportion to the number of the shares held by them;
- (II) to request, convene, preside over, attend or appoint a proxy to attend shareholders' general meetings, and to exercise the corresponding voting rights according to laws;

- (III) to supervise the Company's operations, put forward proposals or raise queries;
- (IV) to transfer the shares in accordance with the provisions of the laws, administrative regulations and the Articles of Association;
- (V) to obtain relevant information in accordance with the provisions of the Articles of Association, including:
 - 1. a copy of the Articles of Association upon payment of the costs thereof;
 - 2. to inspect and make a photo copy of, subject to payment of reasonable charge:
 - (1) all parts of the register of members;
 - (2) personal particulars of directors, supervisors, general manager and other senior management of the Company, including:
 - (A) current and previous names and aliases;
 - (B) principal address (domicile);
 - (C) nationality;
 - (D) full-time and all other part-time occupations and positions;
 - (E) identification documents and their numbers;
 - (3) the status of the Company's Share capital;
 - (4) reports (breakdown by domestic shares and foreign shares (and, if applicable, H shares)) stating the aggregate par value, quantity, maximum and minimum prices paid in respect of each class of shares repurchased by the Company since the end of the last accounting year and the aggregate amount incurred by the Company therefor;
 - (5) minutes of shareholders' general meetings;
 - (6) special resolutions of the Company;
 - (7) the latest audited financial statements of the Company, and the reports of board of directors, board of supervisors and the auditor;

- (8) a copy of the latest annual return filed with the industrial and commercial registration departments or other competent authorities.

The Company shall place the documents referred to above (except for those referred to in sub-article (2)) at the Company's address in Hong Kong for inspection by the public and the holders of H shares free of charge, of which documents referred to in sub-article (5) are available for inspection by shareholders only.

- 3. to inspect the resolutions of the board meetings, the resolutions of meetings of the board of supervisors, financial and accounting reports, counterfoils of Company debentures.

(VI) to participate in the distribution of the remaining assets of the Company according to the number of shares held in the event of the termination or liquidation of the Company;

(VII) other rights conferred by laws, administrative regulations and the Articles of Association.

Article 7.4

Shareholders of ordinary shares of the Company shall assume the following obligations:

(I) to abide by laws, administrative regulations and the Articles of Association;

(II) to pay the subscription monies according to the number of shares subscribed and the form of subscription;

(III) not to abuse their shareholders' rights to damage the interests of the Company or other Shareholders; and not to abuse the independent legal person status of the Company and the limited liability of the Shareholders to damage the interests of any creditor(s) of the Company;

(IV) other obligations imposed by laws, administrative regulations and the Articles of Association.

Shareholders are not liable for making any further contribution to the share capital other than as agreed by the subscribers of the shares on subscription.

Shareholders of the Company who abuse their Shareholders' rights and thereby cause loss to the Company or other Shareholders shall be liable for compensation according to laws. Where the Shareholders of the Company abuse the Company's position as an independent legal person and the limited liability of shareholders for debt evasion, and thereby causes material damage to the interests of the creditors of the Company, such Shareholders shall be jointly and severally liable for the debts owed by the Company.

Article 7.5 Where a Shareholder holding more than 5% of voting Shares of the Company pledges any Shares in his/her possession, he/she shall report the same to the Company in writing on the day on which he/she pledges his/her shares.

Article 7.6 In addition to the obligations imposed by the laws, administrative regulations or required by the listing rules of the stock exchange on which the shares of the Company are listed, a controlling shareholder shall not exercise his/her voting rights in respect of the following matters in a manner prejudicial to the interests the Shareholders generally or partially:

- (I) to waive the duty of a Director or a Supervisor to act honestly in the best interests of the Company;
- (II) to approve the expropriation by a Director or a Supervisor (for his/her own benefit or for the benefit of another person), by any means, of the Company's property, including (but not limited to) the opportunities beneficial to the Company;
- (III) to approve the expropriation by a Director or a Supervisor (for his/her own benefit or for the benefit of another person) of the individual rights or interests of other Shareholders, including (but not limited to) rights to distributions and voting rights, but excluding any corporate restructuring proposal made at the Shareholders' general meeting in accordance with the Articles of Association.

Article 7.7 A controlling shareholder referred to in the preceding Article means a person who satisfies any one of the following conditions:

- (I) a person who, acting alone or in concert with others, has the power to elect a majority of the Directors;
- (II) a person who, acting alone or in concert with others, has the power to exercise or to control the exercise of 30% or more of the voting rights in the Company;

(III) a person who, acting alone or in concert with others, holds 30% or more of the outstanding shares of the Company;

(IV) a person who, acting alone or in concert with others, has de facto control over the Company in any other way.

“Acting in concert” referred to in this Article represents an act that any of two or more persons obtains the voting right in the Company by way of agreement thereon (whether in oral or in written), so as to realize or reinforce the purpose of controlling the Company.

Chapter 8 Shareholders’ general meeting

Article 8.1 Shareholders’ general meeting is the organ of authority of the Company, which exercise its functions and powers according to law.

Article 8.2 Shareholders’ general meeting shall exercise the following functions and powers:

(I) to decide on the Company’s operational policies and investment plans;

(II) to elect and replace Directors, who are not employees’ representatives, and to determine their remuneration;

(III) to elect and replace Supervisors, who are not employees’ representatives, and to determine their remuneration;

(IV) to consider and approve the reports of the Board of Directors;

(V) to consider and approve the reports of the Board of Supervisors;

(VI) to consider and approve the annual financial budget and annual final accounts of the Company;

(VII) to consider and approve the Company’s profit distribution plan and loss recovery plans;

(VIII) to resolve on any increase or reduction of the Company’s registered capital;

(IX) to resolve on matters such as the merger, division, dissolution, liquidation and change of corporate form of the Company;

(X) to resolve on issuance of bonds or other securities by the Company and listing proposals;

(XI) to resolve on Company’s appointment, removal or cease of re-appointment of an accounting firm;

(XII) to amend the Articles of Association;

- (XIII) to consider the proposals from shareholders with at least 3% of voting shares;
- (XIV) to resolve on the Company's repurchase of the Shares of the Company;
- (XV) to consider and amend the Articles of Association and rules of procedure for Shareholders' general meetings, the Board of Directors and the Board of Supervisors;
- (XVI) to approve the Company's acquisition or disposal of substantial assets within one year and which exceed 30% of the latest audited total assets of the Company;
- (XVII) other matters required resolutions from Shareholders' general meeting provided by laws, administrative regulations, the listing rules of the stock exchange where Shares of the Company are listed and the Articles of Association.

Shareholders' general meetings may authorize or entrust the Board of Directors to conduct matters authorized or entrusted by Shareholders' general meetings.

Article 8.3 The Company shall not enter into any contract with any person other than a Director, Supervisor, General Manager or other senior management member of the Company whereby the management and administration of the whole or any substantial part of any business of the Company is to be handed over to such a person without the prior approval of Shareholders' general meeting.

Article 8.4 Shareholders' general meetings are divided into annual general meetings and extraordinary general meetings. Shareholders' general meetings shall be convened by the Board of Directors.

Annual general meetings shall be convened once every year and held within six months after the end of the previous fiscal year.

An extraordinary general meeting shall be convened by the Board of Directors within two months upon the occurrence of any of the following circumstances:

- (I) the number of Directors is less than the number specified in the Company Law or less than two-thirds of the number required in the Articles of Association;
- (II) the uncovered losses of the Company reach one-third of its total share capital;
- (III) the Shareholders individually or jointly holding at least 10% voting Shares in issue of the Company request in writing to convene an extraordinary general meeting;

- (IV) where the Board of Directors considers it necessary or the Board of Supervisors proposes to call for such meeting;
- (V) more than two independent non-executive Directors propose to convene such meeting;
- (VI) other circumstances as required by laws, administrative regulations and the Articles of Association.

Article 8.5 In the event that the Company convenes a general meeting, Shareholders shall be notified of the time and place of the meeting and the matters under consideration 21 days before the meeting is convened. For an extraordinary general meeting, Shareholders shall be notified 15 days before the meeting is convened. If otherwise prescribed in laws, regulations and requirements of the securities regulatory authorities where the Shares of the Company are listed, such provisions shall prevail.

Article 8.6 In the event that the Company convenes a general meeting, the Board of Directors, the Board of Supervisors or Shareholders individually or jointly holding an aggregate of more than 3% voting Shares of the Company are entitled to submit proposals to the Company.

Shareholders individually or jointly holding an aggregate of more than 3% voting Shares of the Company may submit interim proposals to the convener in writing 10 days prior to the general meeting.

In the event the Company convenes an annual general meeting, Shareholders holding an aggregate of 3% or more voting Shares of the Company shall have the right to submit new proposals in writing to the Company. If the matters of the proposal fall within the scope of authority of the general meeting, the same shall be included in the agenda of such meeting.

The convener of the general meeting shall issue a supplemental notice of the general meeting to other Shareholders within 2 days after receipt of such proposal, and place the matters of the proposal falling within the scope of authority of the general meeting on the agenda for such meeting and submit for approval at the general meeting.

Article 8.7 An extraordinary general meeting shall not decide on the matters not stated in such notice.

Article 8.8 Notice of general meetings shall comply with the following requirements:

- (I) in written form;
- (II) specifying the place, date and time of the meeting;

- (III) describing the matters to be discussed at the meeting;
- (IV) providing information and explanations necessary for the Shareholders to make informed decisions on the matters to be discussed. This principle includes (but is not limited to), when the Company proposes a merger, repurchase of Shares, reorganization of share capital or other restructuring, it shall provide the specific conditions and contracts (if any) of the transaction under discussion and earnestly explain the cause and result of the transaction;
- (V) where any Director, Supervisor, general manager and other senior management member has a material interest in respect of the matters to be discussed, the nature and extent of that interest shall be disclosed; where the impact of the matters to be discussed on such Director, Supervisor, general manager and other senior management member in their capacity as Shareholders is different from the impact on other Shareholders of the same class, the difference shall be described;
- (VI) containing the full text of any special resolution proposed to be passed at the meeting;
- (VII) providing a conspicuous statement that Shareholders entitled to attend and vote have the right to appoint one or more proxies to attend and vote on their behalf and such proxies are not required to be Shareholders; every shareholder being a corporation shall be entitled to appoint a representative to attend and vote at any general meeting of the issuer and, where a corporation is so represented, it shall be treated as being present at any meeting in person. A corporation may execute a form of proxy under the hand of a duly authorized officer;
- (VIII) stating the deadline and place for the delivery of proxy forms of the meeting. If a general meeting is required to vote by other means, the time, procedure for voting and matters to be reviewed through other means shall also be stated in the notice of such meeting.

Article 8.9

Notice of a general meeting shall be served on the Shareholders (whether or not entitled to vote thereat) by personal delivery or pre-paid mail to the addresses registered in the register of Shareholders. Subject to compliance with laws, administrative regulations and the listing rules of the stock exchange where the Company's Shares are listed, a notice of the Company's general meeting may be given in the form of an announcement (including publication through the Company's website).

Unless otherwise provided in the Articles of Association of the Company, all notices, information or written statements delivered to the Shareholders of overseas listed foreign Shares of the Company shall be sent to each Shareholder of overseas listed foreign Shares at the registered address of such Shareholder (including addresses outside Hong Kong) by personal delivery or by mail, and notices to each Shareholders of overseas listed foreign Shares shall be sent in Hong Kong as practicable as possible.

The announcements referred to in the preceding paragraph shall be published in one or more newspapers designated by the securities regulatory authority of the State Council 20 days prior to the annual general meeting and 15 days prior to the extraordinary general meeting. Once it is published, all Shareholders of domestic shares shall be deemed to have received the notice of the relevant general meeting. The Chinese and English versions of these announcements shall be published on the websites of the Hong Kong Stock Exchange and the Company respectively on the same day or in such manner as the Hong Kong Stock Exchange may prescribe from time to time.

Article 8.10 The accidental omission to give notice of a meeting to, or the failure to receive the notice of a meeting by, any person entitled to receive such notice, shall not invalidate the meeting or the resolutions adopted thereat.

Article 8.11 Any shareholder entitled to attend and vote at a shareholders' general meeting of the Company shall have the right to appoint one or more proxies to represent him/her and vote on his/her behalf. The proxy need not be a shareholder. Every shareholder being a corporation shall be entitled to appoint a representative to attend and vote at any general meeting of the issuer and, where a corporation is so represented, it shall be treated as being present at any meeting in person. A corporation may execute a form of proxy under the hand of a duly authorized officer. A proxy so appointed may, pursuant to the instructions from that shareholder, exercise the following rights:

- (I) the shareholder' right to speak at the general meeting;
- (II) the right to demand, whether on his own or together with others, a poll;
- (III) the right to exercise voting rights on a show of hands or on a poll, provided however, that where more than one proxy is appointed, the proxies may only exercise such voting rights on a poll.

Article 8.12 A Shareholder may appoint a proxy through a written power of attorney, which shall be signed by the appointer or the proxy he/she so appoints in writing. In the event that the appointer is a legal person, the power of attorney shall be affixed with the seal of the legal person or signed by its Director or a duly authorized officer or a duly appointed proxy.

Article 8.13 The proxy form shall be lodged at the Company's premises or such other place designated in the notice convening the general meeting at least 24 hours prior to the relevant meeting for which the proxy is appointed to vote or 24 hours prior to the scheduled voting time. Where the proxy form is signed by a person authorized by the appointer, the power of attorney or other authorization documents shall be notarized. The notarized power of attorney and other authorization documents, together with the proxy form, shall be lodged at the Company's premises or such other place designated in the notice convening the meeting.

If the proxy is an institutional shareholder, its legal representative (the person in charge) or any representative authorized by its board of directors or by other decision-making body may attend the Shareholders' general meeting of the Company on its behalf.

Besides, where a Shareholder is a recognized clearing house or its nominee, the clearing house is entitled to appoint a proxy or company's representative to act on its behalf at any Shareholders' general meeting and meeting of creditors or any meeting of any class of Shareholders; provided that where more than one person is so authorized, the letter of authorization shall specify the number and class of Shares in respect of which each such person is so authorized. Such persons or company's representative so authorized shall have equal rights as other Shareholders', including the right to speak and to vote.

Article 8.14 Any proxy form issued to a Shareholder by the Board of Directors for use by such Shareholder for the purpose of appointing a proxy shall enable the Shareholder, according to his/her free will, to instruct the proxy to vote in favors of or against a resolution, and in respect of each individual matter to be voted on at the meeting. The proxy form shall contain a statement that in the absence of specific instructions from the Shareholder, the proxy may vote as he/she thinks fit.

Article 8.15 A vote made in accordance with the proxy form shall be valid notwithstanding the death or loss of capacity of the appointer or revocation of the proxy form or the authorization for executing such proxy form, or the transfer of the Shares in respect of which the proxy form is given, provided that the Company does not receive any written notice in respect of such matters before the commencement of the relevant meeting.

Article 8.16 The resolutions of the Shareholders' general meeting shall be divided into ordinary resolutions and special resolutions.

An ordinary resolution made by the Shareholders' general meeting shall be passed by a simple majority of the votes held by the Shareholders (including proxies of Shareholders) attending the Shareholders' general meeting.

A special resolution made by the Shareholders' general meeting shall be passed by a two-thirds majority of the votes held by the Shareholders (including proxies of Shareholders) attending the Shareholders' general meeting.

Article 8.17 Shareholders shall be entitled (1) to speak at Shareholders' general meetings and (2) to vote at Shareholders' general meetings unless individual Shareholders are required by the listing rules of the exchange where the Shares of the Company are listed to abstain from voting on particular matters. When voting at the Shareholders' general meeting, a Shareholder (including his/her proxies) shall exercise his/her voting rights in accordance with the number of Shares represented by him/her. Each Share shall have one vote. However, the Company's Shares held by the Company shall not carry voting rights, and those Shares shall not be included in calculating the total number of Shares carrying voting rights at a Shareholders' general meeting.

Where any Shareholder, under applicable laws and regulations and the listing rules of the stock exchange where the Shares of the Company are listed, is required to abstain from voting on any individual resolution or restricted to voting only for or only against, any votes cast by a Shareholder (or his/her proxies) in contravention of such requirement or restriction shall not be counted as part of the voting result.

Shareholders holding a minority interest in the issuer must be allowed to call an extraordinary general meeting and to include a motion in the agenda of the meeting. The minimum stake required to do so must not be higher than 10% of the voting rights, on a one vote per share basis, in the share capital of the issuer.

Article 8.18 The Shareholders' general meeting shall vote by shows of hands unless a poll is demanded by law, administrative regulations or the listing rules of the exchange where the Company's Shares are listed or by the following persons before or after a vote by show of hands:

- (I) the chairman of the meeting;
- (II) at least two Shareholders with voting rights or proxies of Shareholders with voting rights;

- (III) one or more Shareholders (including proxies of Shareholders) holding, individually or in the aggregate, 10% or more of the Shares entitled to vote at such meeting.

Unless a poll is requested, the chairman of the meeting announces the adoption of the proposal on the basis of shows of hands and records this in the minutes of the meeting as final, without having to certify the number of votes for or against the resolution adopted at such meeting or the percentage thereof.

The demand for a vote by ballot may be withdrawn by the proposer.

Article 8.19 A poll demanded on such matters as the election of chairman or the adjournment of the meeting, shall be taken forthwith. A poll demanded on any other matters shall be taken at such time as the chairman may decide, and the meeting may proceed to discuss other matters, while the results of the poll shall still be deemed as a resolution passed at that meeting.

Article 8.20 When voting, the Shareholders (including proxy) entitled to two or more votes are not required to vote against or in favor with their total number of votes.

If any Shareholder may not exercise any voting rights or may vote only for or only against a particular resolution under the listing rules of the stock exchange where the Shares of the Company are listed, any vote cast by such Shareholder, in person or by proxy, in violation of the above limitation or restriction shall not be counted when determining the voting results.

Article 8.21 In the case of an equality of votes on registered poll or show of hands, the chairman of the meeting is entitled to one additional vote.

Article 8.22 The following matters shall be resolved at the Shareholders' general meeting through ordinary resolutions:

- (I) the work reports of the Board of Directors and the Board of Supervisors;
- (II) the plans of profits distribution and loss recovery schemes proposed by the Board of Directors;
- (III) removal of members of the Board of Directors and the Board of Supervisors and their remunerations and methods of payment;
- (IV) annual budget and final accounts report, balance sheet, income statement and other financial statements of the Company;

- (V) the appointment, removal of accounting firm, their remuneration and payment methods thereof;
- (VI) other matters other than those stipulated by laws, administrative regulations or the Articles of Association to be adopted by special resolutions.

Article 8.23 The following matter shall be passed through special resolutions:

- (I) the increase or decrease of the share capital, issuance of any class of shares, warrants and other quasi-securities by the Company;
- (II) the issuance of corporate bonds by the Company;
- (III) the division, merger, dissolution, liquidation or change of corporate form of the Company;
- (IV) amendment to the Articles of Association;
- (V) matters on purchase or sale of material assets or provision of guarantee with an amount of more than 30% of the Company's audited total assets value for the most recent period within one year;
- (VI) other matters as required by the laws, administrative regulations or the Articles of Association, and as approved by ordinary resolutions at the general meeting which are believed could materially affect the Company and need to be approved by special resolutions;
- (VII) other matters as required by the listing rules of the stock exchange where the Company's Shares are listed that need to be approved by special resolutions.

Article 8.24 In the event that Shareholders require convening an extraordinary general meeting or class meeting, the following procedure shall be followed:

- (I) two or more Shareholders jointly holding at least 10% of voting Shares at the general meeting to be convened may sign one or several written requests with the same format and content to propose to the Board of Directors to convene an extraordinary general meeting or class meeting, and specify the topics of the meeting. The Board of Directors shall convene an extraordinary general meeting or class meeting in a timely manner after receipt of the aforesaid written request. The aforesaid amount of Shareholding is calculated as on the day when the Shareholders submit the written request.

- (II) If the Board of Directors fails to issue a notice of meeting within 30 days after receipt of the aforesaid written request, the Shareholders tendering the said request may by themselves convene a meeting within 4 months after the Board of Directors receives the said request, and the convening procedure shall to the extent possible be the same as the procedure by which the Board of Directors convenes general meetings.

Where the Shareholders convene a general meeting on their own initiative because the Board of Directors fails to convene the meeting pursuant to the aforesaid request, the reasonable expenses incurred shall be borne by the Company and shall be deducted from the monies payable by the Company to the defaulting Directors.

Article 8.25 Shareholders' general meetings shall be convened and presided over by the chairman of the Board. Where the chairman of the Board cannot attend such a meeting for any reason, the Board of Directors may designate a Director of the Company to convene and preside over the meeting on his/her behalf. Where no chairman is designated, the Shareholders attending the meeting may elect one of them to preside over the meeting. If for any reason the Shareholders are unable to elect a chairman, the Shareholder holding the largest number of voting Shares and attending the meeting (including his/her proxies) shall preside over the meeting.

Article 8.26 The chairman of the meeting shall be responsible for deciding whether or not a resolution of the Shareholders' general meeting has been passed. His/her decision shall be final and conclusive and shall be announced at the meeting and recorded in the meeting minutes.

Article 8.27 If the chairman of the meeting has any doubt about the result of a resolution put to the vote, he/she may count the number of votes. If the chairman of the meeting fails to count the votes, a Shareholder or proxy attending the meeting who challenges the result announced by the chairman of the meeting shall have the right to request counting of votes immediately after such announcement, the chairman of the meeting shall immediately count the votes.

Article 8.28 If votes are counted at a Shareholders' general meeting, the result of the counting shall be recorded in the meeting minutes. The meeting minutes and the attendance records signed by the attending Shareholders and proxies shall be kept at the Company's premises.

Meeting minutes shall be made in respect of all resolutions passed at Shareholders' general meeting and signed by Directors attending the meeting.

Article 8.29 Shareholders may examine photocopies of the meeting minutes during the Company's working hours without charge. If any Shareholder requests for a photocopy of relevant meeting minutes from the Company, the Company shall send such photocopy within seven days after receiving payment of reasonable charges.

Chapter 9 Special Procedures for Voting by Class Shareholders

Article 9.1 Shareholders who hold different classes of Shares shall be class Shareholders.

Class Shareholders shall enjoy rights and assume duties in accordance with laws, administrative regulations and the Articles of Association.

Article 9.2 If the Company intends to modify or abrogate the carrying rights of class Shareholders, such modification or abrogation can only be effected if they have been passed both by special resolution of Shareholders' general meeting and by Shareholders' general meeting convened respectively by Shareholders of the affected class in accordance with Articles 9.4 to 9.8.

Article 9.3 The rights of one class of Shareholders shall be deemed as changed or abolished under the following circumstances:

- (I) increase or decrease the number of Shares of the class, or increase or decrease the number of Shares of the class with equal or more voting rights, distribution rights, other privileges than Shares of the class;
- (II) convert all or part of Shares of the class into other classes, or convert another class of Shares, partly or wholly, into the Shares of such class or authorize such conversion rights;
- (III) remove or reduce the rights of Shares of the class to accrued dividends generated or rights to cumulative dividends;
- (IV) reduce or remove the preference rights to dividend or asset distribution during the liquidation of the Company attached to Shares of such class;
- (V) add, remove or reduce the rights of Shares of the class which include Share conversion rights, options rights, voting rights, transfer rights, pre-emptive rights, and the rights to obtain the securities of the Company;
- (VI) remove or reduce the rights of Shares of the class to receive funds payable from the Company in specified currencies;

- (VII) create new classes of Shares entitled to equal or more voting rights, distribution rights, or other privileges than the Shares of the class;
- (VIII) restrict the transfer or ownership of the Shares of the class or increase such restrictions;
- (IX) issue subscription or conversion rights for Shares of this or any other class;
- (X) increase the rights and privileges of other classes of Shares;
- (XI) the restructuring plan of the Company may constitute different classes of Shareholders to assume responsibilities disproportionately in restructuring;
- (XII) amend or abolish clauses stipulated in the Articles of Association.

Article 9.4

Whether or not the Shareholders of the affected class have voting rights at the Shareholders' general meeting, when concerning the matters referred to in items (II) to (VIII) or (XI) to (XII) of Article 9.3, they have voting rights at the class meeting, but the interested Shareholders shall have no voting rights at the class meeting.

For the purposes of the preceding paragraph, the term "interested Shareholders" shall have the following meanings:

- (I) where the Company makes a repurchase offer to all the Shareholders at the same ratio according to Article 4.4 of the Articles of Association or repurchase their own Shares through public transaction in the stock exchange, "interested Shareholders" refer to Controlling Shareholders as defined in Article 7.6 of the Articles of Association;
- (II) where the Company repurchase its own Shares through reaching an agreement outside the stock exchange in accordance with the Article 4.4, "interested Shareholders" refer to the Shareholders who are relevant to such agreement;
- (III) in the Company's reorganization plan, "interested Shareholders" refer to Shareholders who bear liabilities at a rate lower than other Shareholders in the same class or who hold different interests from other Shareholders in the same class.

The quorum for a class meeting convened separately for considering a variation of the rights of any class of Shares shall be the holders of at least one-third of the issued Shares of the class.

Article 9.5 The resolution of a class meeting shall be passed by votes representing more than two-thirds of Shareholders with voting rights attending the class meeting in accordance with Article 9.4.

Article 9.6 To convene a class meeting of the Company, the requirements on notice period for the meeting shall follow the relevant provisions of Article 8.5. Where there are special rules in the listing rules of the stock exchange where the Shares of the Company are listed, the special rules shall prevail.

Article 9.7 The notice of a class meeting shall only be served on Shareholders who have the right to vote at the meeting.

A class meeting shall be held to the greatest extent possible in accordance with the same procedures as those for a Shareholders' general meeting, and any clause relating to the procedures for convening the Shareholders' general meeting in the Articles of Association shall apply to class meetings.

Article 9.8 Apart from the Shareholders of other classes of Shares, Shareholders of Domestic Shares and Shareholders of overseas listed foreign Shares are deemed as different class Shareholders. Shareholders of Domestic Shares and Shareholders of overseas listed foreign Shares shall enjoy equal rights in any distribution of dividends or otherwise.

The special procedures for voting by the class Shareholders shall not apply under the following circumstances:

- (I) upon the approval by a special resolution at the Shareholders' general meeting, the Company either separately or concurrently issues Domestic Shares and overseas listed foreign Shares once every 12 months, and the number of Domestic Shares and overseas listed foreign Shares to be issued shall not exceed 20% of the outstanding Shares of their respective classes;
- (II) the plan to issue Domestic Shares and overseas listed foreign Shares upon the establishment of the Company is completed within 15 months from the date of approval by the securities regulatory authorities of the State Council;
- (III) upon the approval by the securities regulatory authorities of the State Council and other approving authorities (including but not limited to the Securities and Futures Commission of Hong Kong and the Hong Kong Stock Exchange, as applicable), the conversion of Domestic Shares of the Company into foreign Shares for listing and trading of such Shares on an overseas stock exchange.

Chapter 10 Board of Directors

Article 10.1 The Company shall have a Board of Directors, which shall be accountable to and report to the Shareholders' general meeting. The Board of Directors shall be composed of nine Directors and one chairman, among them at least one-third are independent non-executive Directors.

Article 10.2 Directors shall be elected or removed at the Shareholders' general meeting for a term of three years. Upon the expiry of the term, a Director shall be eligible for re-election.

Subject to the relevant laws, regulations and regulatory rules governing the listing of the Company, if the Board of Directors appoints a new Director to fill a casual vacancy or as an addition to the Board of Directors, the term of office of the appointed Director shall expire at the first annual general meeting upon his appointment and such Director shall then be eligible for re-election and reappointment.

Written notice of the intention to nominate a candidate for Director and of such candidate's indication of willingness to be nominated shall be given to the Company after the Company has given notice of the Shareholders' general meeting for the election of such Director and not less than 7 days before the Shareholders' general meeting, and the notice period for the foregoing written notice shall not be less than 7 days.

The chairman shall be elected and removed by a majority of all Directors. The term of office of the chairman is three years, and renewable upon re-election.

Subject to the relevant laws and administrative regulations, the Shareholders' general meeting may remove a Director before the expiration of his/her term of office by an ordinary resolution but without prejudice to any claim for damages under any contract.

The term of the Directors shall be calculated from the date of their appointment (from the adoption of the proposal for the election of Directors at the Shareholders' general meeting) to the expiry of the term of the current Board of Directors. If a Director's term expires without timely re-election, the original Director shall still perform the duties as a Director in accordance with laws, administrative regulations, departmental rules and regulations and the Articles of Association until the re-elected Director assumes office.

External Directors (hereinafter referred to Directors who do not hold any office within the Company) shall have sufficient time and appropriate knowledge to perform their duties. The Company shall provide necessary information to the external Directors to perform their duties. Among them, the independent non-executive Directors may report on situation directly to the Shareholders' general meeting, the securities regulatory authorities of the State Council and other relevant departments.

A Director shall not be required to hold any Shares of the Company.

Article 10.3

The Board of Directors shall be accountable to the Shareholders' general meeting, and exercise the following functions and powers:

- (I) to convene Shareholders' general meetings and report on its work to such general meetings;
- (II) to implement resolutions passed at the Shareholders' general meetings;
- (III) to decide on the Company's business plans and investment plans;
- (IV) to formulate the Company's annual financial budgets and final accounting plans;
- (V) to formulate the Company's profit distribution proposals and loss recovery proposals;
- (VI) to formulate proposals for the increase or reduction of the Company's registered capital and the issuance of corporate bonds;
- (VII) to formulate proposals for the major acquisition or disposal, the repurchase of the Company's Shares;
- (VIII) to formulate proposals for the merger, division, dissolution or change of corporate form of the Company;
- (IX) to determine on the Company's internal management structure;
- (X) to appoint or dismiss the general manager, and appoint or dismiss deputy general managers and financial controller of the Company pursuant to the general manager's nominations and decide on their remuneration;
- (XI) to formulate the Company's basic management system;

- (XII) to formulate proposals for amendments to the Articles of Association;
- (XIII) to propose to Shareholders' general meetings for the appointment or replacement of the auditors of the Company;
- (XIV) to decide on other major and administrative affairs of the Company, and to sign other important agreements, save for the laws, administrative regulations, the rules and regulations of the place where the Shares of the Company are listed, and matters to be resolved at the Shareholders' general meetings as stipulated by the Articles of Association;
- (XV) to exercise other functions and powers as granted by the Shareholders' general meeting and the Articles of Association.

Except for the matters specified in items (VI), (VIII) and (XII) which shall be passed by the affirmative vote of more than two-thirds of all Directors, the resolutions of the Board of Directors in respect of all other matters may be passed by the affirmative vote of more than half of all Directors.

Article 10.4

When the Board of Directors intends to dispose a fixed asset, if the sum of the expected value of the fixed asset to be disposed and the value obtained from the fixed assets disposed within four months before this disposal proposal exceeds 33% of the value of fixed assets indicated in the latest balance sheet reviewed at the Shareholders' general meeting, then the Board of Directors shall not dispose or agree to dispose of such fixed asset without the approval of the Shareholders' general meeting.

The disposal of fixed assets referred to in this Article includes the transfer of interests in certain assets, but does not include the provision of guarantees with fixed assets.

The validity of the transactions with respect to the disposal of fixed assets of our Company shall not be affected by the violation of item (I) of this Article.

Before the Board of Directors makes decisions on market development, mergers and acquisitions, and investments in new areas, for projects with investment amounts or mergers and acquisitions asset amounts of more than 10% of the Company's total assets, a public consultant institution shall be engaged to provide professional advice as the important basis for the Board of Directors' decision-making.

Article 10.5 The chairman of the Board of Directors shall exercise the following functions and powers:

- (I) to preside over Shareholders' general meetings and convene and chair over the meetings of the Board of Directors;
- (II) to check on the implementation of resolutions passed by the Board of Directors;
- (III) to sign the securities issued by the Company;
- (IV) to exercise other powers conferred by the Board of Directors.

In the event that the chairman is incapable of performing his/her duties, he/she may designate other Directors to perform his/her duties on his/her behalf.

Article 10.6 Meetings of the Board of Directors shall be regularly convened by the chairman at least four times a year. All Directors and Supervisors shall be notified in writing 14 days before such meetings.

Interim board meetings may be convened by Shareholders representing more than 10% of voting rights, at least one-third of the Directors, more than two independent non-executive Directors, the Board of Supervisors or, in case of emergency, may be proposed to be convened by the general manager of the Company, and shall not be subject to the restrictions of meeting notification in Article 10.7. The chairman shall convene and preside over such meetings of the Board of Directors within 10 days after receiving such proposal.

Article 10.7 Meetings of the Board of Directors shall be notified in the following ways:

- (I) If the Board of Directors has prescribed the time and address of its regular meeting in advance, no notice of meeting shall be given.
- (II) If the Board of Directors has not decided the time and address of its meeting in advance, the chairman shall, at least 14 days earlier, inform Directors of the time and address of such meeting by telex, e-mail, telegraph, fax, express mail service or registered post or by hand, except as otherwise provided in Article 10.6.
- (III) Notice shall be written in Chinese, if necessary, the English version can be attached, including the agenda for the meeting. Any Director may waive the right of receiving the notice of board meeting.

In case of emergency where an interim meeting of the Board of Directors shall be convened as soon as possible, a notice of such meeting may be given at any time by phone or other oral means, but the convener shall make an explanation at the meeting.

Article 10.8 All the executive Directors and external Directors shall be notified the important matters that must be resolved by the Board of Directors within the period stipulated in this Article, and be provided sufficient information at the same time. Such important matters shall be implemented in strict compliance with the required procedures. The Directors may request for supplementary information. Upon more than one-fourth of the Directors or more than two external Directors consider that the information provided is not sufficient or the demonstration is not clear, they may jointly propose to postpone the meeting of the Board of Directors or postpone the consideration of certain matters of the agenda of the Board of Directors, and the Board of Directors shall accept such proposal.

Notice of a meeting shall be deemed to be served to any Directors if he/she is present at the meeting and raises no objection to the notice before he/she attends the meeting or the meeting starts.

Article 10.9 Meeting of the Board of Directors may be held only if more than half of the Directors (including Directors appointing other Directors in writing to attend the meeting on his/her behalf pursuant to Article 10.10 of the Articles of Association) are present.

Each Director shall have one vote. Unless otherwise required by laws, administrative regulations and the Articles of Association, resolutions of the Board of Directors shall be passed by more than half of all Directors.

Any Director of the Company who is related to an enterprise involved in matters to be resolved by the Board of Directors shall not exercise voting right on such resolution or on behalf of another Director. The meeting of the Board of Directors can be held when a majority of non-related Directors are present, and any resolution made thereon shall be passed by a majority of non-related Directors. Where the number of non-related Directors present at the meeting of the Board of Directors is less than three, the matter shall be submitted to the Shareholders' general meeting for consideration.

Save for the exceptional circumstances specified in the Listing Rules or approved by the Hong Kong Stock Exchange, a Director shall not vote on the resolutions of the Board of Directors in regard to any contract or arrangement or any other proposals in which he/she or any of his/her close associates ("close associate", as defined in the Listing Rules) has a material interest, and in determining whether there is a quorum for a meeting, he/she shall not be taken into account.

Article 10.10 The Directors shall attend in person the meetings of the Board of Directors. Where any Director is unable to attend the meeting for a certain reason, he/she may, by issuing a written power of attorney, entrust another Director to attend the meeting of the Board of Directors on his behalf, and the scope of authorization shall be stated therein.

A Director appointed as a representative of another Director to attend the meeting shall exercise the rights of a Director within the scope of authority conferred by the appointing Director. Where a Director is unable to attend a meeting of the Board of Directors, and has not appointed a representative to attend such meeting on his/her behalf, he/she shall be deemed to have waived his/her right to vote at the meeting.

Article 10.11 The Board of Directors shall prepare minutes regarding the resolutions on the matters discussed at the meeting. Minutes of each meeting of the Board of Directors shall be provided to all Directors for review as soon as possible. Directors planning to make supplementary revisions thereon shall submit their written comments to the chairman within one week upon receipt of the minutes. After the minutes are finalized, the attending Directors and the recorders shall sign on the minutes. Opinions from independent non-executive Directors shall be stated in resolutions of the Board of Directors. The minutes of each meeting of the Board of Directors shall be kept in the domicile of the Company in the PRC for record. The Directors shall be liable for the resolutions of the Board of Directors. If a resolution of the Board of Directors violates law, administrative regulations or the Articles of Association, and the Company suffers serious losses as a result thereof, the Directors who participated in the passing of such resolution shall compensate the Company therefor. However, if it can be proven that a Director expressly objected to the resolution when the resolution was voted on, and that such objection was recorded in the minutes of the meeting, such Director shall be released from such liability.

Article 10.12 The Board of Directors may accept resolutions in writing in lieu of convening a meeting of the Board of Directors. However, the draft of such resolutions must be delivered to all Director by hand, mail, facsimile or e-mail. If relevant resolutions in writing have been delivered to all Directors, the number of Directors giving consent and signature to one or more draft with the same format and content has reached the quorum and such draft has been delivered to the secretary to the Board of Directors by the means referred to above, such resolution shall become a resolution of the Board of Directors and no convening of a meeting thereof shall be required.

Article 10.13 If a Directors or his/her associate (as defined in the Listing Rules) is connected to matters to be resolved at the meeting of the Board of Directors, such Director shall refrain from the voting and shall not exercise his/her voting rights on such resolution. Such Director shall not be counted in the quorum of such meeting.

Chapter 11 Secretary to the Board of the Company

Article 11.1 The Company shall have one secretary to the Board of Directors, who shall be a senior management member of the Company.

The Board of Directors may establish its secretarial department if necessary.

Article 11.2 The Company's secretary to the Board of Directors shall be a natural person who has requisite professional knowledge and experience and is appointed by the Board of Directors. His/her primary responsibilities are:

- (I) to ensure that the Company has complete organizational documents and records;
- (II) to ensure that the Company prepares and delivers the reports and documents required by competent authorities in accordance with the laws;
- (III) to ensure that the Company's registers of Shareholders are properly maintained, and that persons entitled to access to relevant records and documents are furnished with such records and documents without delay;
- (IV) to organize and prepare the meetings of the Board of Directors and the Shareholders' general meeting; prepare the meeting materials; arrange relevant meeting affairs; undertake the meeting minutes; ensure the accuracy of the minutes; to duly keep and take care of the meeting documents and minutes; and to keep abreast of the implementation of the relevant resolutions. Important issues during the implementation shall be reported to the Board of Directors and put forward suggestions;
- (V) to perform other functions and powers conferred by the Board of Directors, as well as other functions and powers as required by laws, administrative regulations and the stock exchange in the place where the Company's Shares are listed.

Article 11.3 Directors or other members of senior management of the Company may concurrently act as the secretary to the Board of Directors. The accountants of accounting firms engaged by the Company shall not concurrently act as the secretary to the Board of Directors of the Company.

Where a Director concurrently serves as secretary to the Board of Directors of the Company, and an action is required to be carried out by a Director and a secretary to the Board of Directors of the Company separately, such person who serves as Director and secretary to the Board of Directors of the Company shall not act in dual capacity.

Chapter 12 Special Committees of the Board of Directors

- Article 12.1 Where necessary, the Board of Directors may establish special committees for audit, remuneration, nomination and strategy and shall seek advice from such special committees before making relevant resolutions.
- Article 12.2 Members of each special committee under the Board of Directors shall only be Directors and be elected by the Board of Directors.
- Article 12.3 Each special committee shall have a convener who shall be responsible for convening meetings of such special committee. Compositions, responsibilities and operational system of each special committee shall be determined by the Board of Directors and shall be in compliance with laws and regulations of the PRC and the place where the Shares of the Company are listed, as well as relevant requirements by Hong Kong Stock Exchange.

Chapter 13 The General Manager and Other Senior Management of the Company

- Article 13.1 The Company shall have a general manager, who shall be appointed or dismissed by the Board.
- Article 13.2 The Company shall have several deputy general managers and a financial controller who shall assist the general manager in his/her work. They are all senior management member of the Company.
- Deputy general managers and financial controller shall be nominated by the general manager, and shall be appointed or dismissed by the Board.
- Article 13.3 The general manager of the Company shall be accountable to the Board of Directors and shall exercise the following functions and powers:
- (I) to be in charge of the production, operation and management of the Company and to organize the implementation of the Board's resolutions;
 - (II) to organize the implementation of the Company's annual business plan and investment proposals;

- (III) to draft the plans for the establishment of internal management structure of the Company;
- (IV) to draft the basic management system of the Company;
- (V) to formulate the basic rules and regulations for the Company;
- (VI) to recommend the appointment or dismissal of the deputy general managers and the financial controller of the Company;
- (VII) to appoint or dismiss executive officers other than those who should be appointed or dismissed by the Board of Directors;
- (VIII) other powers conferred by the Articles of Association and the Board of Directors.

Article 13.4 The general manager of the Company shall attend meetings of the Board of Directors and be entitled to receive notices of meetings and relevant documents; The general manager who is not a Director shall not have any voting rights at meetings of the Board of Directors.

Article 13.5 The general manager, in performing his/her functions and powers, shall act honestly and diligently in accordance with laws, administrative regulations and requirements of the Articles of Association.

Chapter 14 Board of Supervisors

Article 14.1 The Company shall have a Board of Supervisors.

Article 14.2 The Board of Supervisors consists of three Supervisors, including one chairman. A Supervisor shall serve a term of three years, and can be re-elected.

The appointment or dismissal of the chairman of the Board of Supervisors shall be passed by at least two-thirds of the members of the Board of Supervisors by way of vote.

A Supervisor shall continue to perform his duties in accordance with the laws, administrative regulations and articles of association until a duly re-elected Supervisor takes office, if re-election is not conducted in a timely manner upon the expiry of his term of office, or if the resignation of Supervisors results in the number of Supervisors being less than the quorum.

Article 14.3 The Board of Supervisors shall comprise an appropriate proportion of Supervisors who represent the employees and the proportion of Supervisors who represent the employees shall not be less than one-third of the total number of the members of Board of Supervisors. Supervisors other than those who represent the employees in the Board of Supervisors shall be elected and removed by the Shareholders' general meeting while the Supervisors who represent the employees shall be elected and removed through the employee representative meetings, employee meetings or through other forms of democratic election.

More than half of the members of the Board of Supervisors shall be external Supervisors (hereinafter referred to Supervisors who do not hold any office within the Company, including Supervisors representing Shareholders, the same below). External Supervisors shall have the right to file an independent report to a Shareholders' general meeting about the performance of credibility and integrity of the senior management.

Article 14.4 The Directors, general manager, deputy managers, secretary to the Board of Directors and financial controller of the Company shall not act concurrently as Supervisors.

Article 14.5 The Board of Supervisors shall hold at least one meeting every six months and the chairman of the Board of Supervisors is responsible for convening the meeting and notify all Supervisors 10 days before the meeting is convened. An extraordinary meeting of the Board of Supervisors may be convened upon proposal by Supervisors, which are not subject to the following notice for the meeting of the Board of Supervisors.

In principle, the meeting of the Board of Supervisors shall be held at domicile of the Company, but may be held in other places of China as resolved by the Board of Supervisors.

The notice for the meeting of the Board of Supervisors shall be as follows:

- (I) in the event that the Board of Supervisors has stipulated in advance the date and place of the regular meeting of the Board of Supervisors, no notice is required to convene the meeting;
- (II) in the event that the Board of Supervisors has not stipulated in advance the date and place of the meeting of the Board of Supervisors, the Chairman of the Board of Supervisors shall inform the Supervisors at least 10 days but at most 30 days in advance by sending the notice by means of telex, email, cable, facsimile, speed post or registered mail or courier, unless specified otherwise by the first clause of this Article;

- (III) the notice shall be in Chinese, and its English version may be attached if necessary, and shall include the agenda for the meeting. Any of the Supervisors may waive the right of obtaining the notice for the meeting of the Board of Supervisors.

If the Supervisor has attended the meeting and has not raised objection for non-receipt of the notice in advance before or during the meeting, he shall be deemed to have been served the notice of the meeting.

Article 14.6

The Board of Supervisors shall be accountable to the Shareholders' general meeting, and exercise the following functions and powers:

- (I) to inspect the financial affairs of the Company;
- (II) to supervise the Directors, general manager and other senior management who have violated the laws, administrative regulations, the Articles of Association when performing the Company's duties;
- (III) to require the Directors, general manager and other senior management of the Company to correct an act which is harmful to the interests of the Company;
- (VI) to verify financial information such as financial reports, business reports, profit distribution plans, etc that the Board of Directors intends to submit to the Shareholders' general meeting and, if in doubt, to appoint, in the name of the Company, a registered accountant or practicing auditor to assist in reviewing such information;
- (V) to propose the convening of extraordinary general meetings;
- (VI) to propose the convening of board meetings;
- (VII) to represent the Company in negotiation with or initiate legal proceedings against a Director;
- (VIII) to exercise other functions and powers as specified by the laws, administrative regulations and the Articles of Association.

The Board of Supervisors may provide its opinions on the appointment of the accounting firm appointed by the Company, and where necessary, may otherwise appoint another accounting firm in the name of the Company to independently audit the accounts of the Company, and may directly report to the securities regulatory authority of the State Council and other relevant departments.

Supervisors attend Board meetings.

Article 14.7 The rules of procedure of the Board of Supervisors shall be that each Supervisor shall have one vote for the voting on a resolution of the meetings of the Board of Supervisors, which shall be conducted in the form of open ballot, in writing or otherwise.

The procedure for voting shall be that voting intention of Supervisors consists of the affirmative vote, negative vote and abstention. The participating Supervisors shall choose one of the above-mentioned intentions. If any participating Supervisor fails to choose or chooses two or more options at the same time, the meeting president shall request the Supervisor to choose again. The Supervisors who refuse to choose or fail to return after leaving the meeting halfway without making a choice shall be deemed to have abstained from voting.

A resolution of the Board of Supervisors shall be passed by the affirmative votes of at least two-thirds of the members of the Board of Supervisors.

The Board of Supervisors shall record matters considered at the meeting into the meeting minutes. Participating Supervisors shall sign the meeting minutes. Supervisors are entitled to make certain written explanations for their speeches delivered at the meeting in the minutes.

Article 14.8 Reasonable expenses incurred in respect of the employment of professionals such as lawyers, certified public accountants or practicing auditors as are required by the Board of Supervisors in exercising its functions and powers shall be borne by the Company.

Article 14.9 A Supervisor shall perform his/her supervisory duties honestly and faithfully in accordance with laws, administrative regulations and the Articles of Association.

Chapter 15 Qualifications and Obligations of Directors, Supervisors, General Managers and Other Senior Management of the Company

Article 15.1 No person shall serve as our Director, Supervisor, general manager or other senior management if he/she is:

- (I) a person with no or limited civil capacity;
- (II) a person who has been convicted of an offense of bribery, corruption, embezzlement or misappropriation of property, or the destruction of socialist market economy order; or who has been deprived of his/her political rights due to his/her crimes, in each case where less than five years have elapsed since the date of completion of the sentence;

- (III) a person who has been a Director, factory manager or manager of a company or an enterprise that has entered into insolvent liquidation due to poor operation and management whereby such person has been personally liable for the insolvency of such company or enterprise, where less than three years have elapsed since the date of the completion of the bankruptcy and liquidation of the company or enterprise;
- (IV) a person who has been a legal representative of a company or an enterprise that has had its business license revoked due to violations of the law and the person has been personally responsible, where less than three years have elapsed since the date of such revocation;
- (V) a person who is liable for a relatively large amount of debts that are overdue;
- (VI) a person who is investigated by the judicial authorities for violation of criminal law and such case is pending;
- (VII) any other person who is not permitted to be the leader of an enterprise under laws or administrative regulations;
- (VIII) a person who is not a natural person;
- (IX) a person judged by the relevant competent authorities to have violated the provisions of relevant securities laws, with involvement in deceptive or dishonest acts, where less than five years have elapsed since the date on which the judgment was made;
- (X) other persons stipulated in the relevant laws and administrative regulations of the place where the Shares of the Company are listed.

Article 15.2 The validity of the act of a Director, general manager or other senior management on behalf of the Company to bona fide third parties shall not be affected by any irregularities in his/her appointment, election or qualifications.

Article 15.3 Apart from the obligations set forth in laws, administrative regulations or the listing rules of the stock exchange where the Shares of the Company are listed, the Directors, Supervisors, the general manager or other senior management shall assume the following obligations for each of the Shareholders when exercising their rights granted to them by the Company:

- (I) they shall not cause the Company to operate beyond the scope of business indicated on its business license;
- (II) they shall act in good faith in the best interests of the Company;

- (III) they may not deprive the Company of its properties in any manner, including but not limited to, opportunities beneficial to the Company;
- (IV) they shall not deprive the Shareholders of their personal interests, including but not limited to distribution rights and voting rights, except for restructuring of the Company approved at the Shareholders' general meeting pursuant to the provisions of the Articles of Association.

Article 15.4 The Directors, Supervisors, the general manager and other senior management of the Company have the responsibilities when exercising their rights or carrying out their obligations to act with the care, diligence and skill due from a reasonably prudent person under similar circumstances.

Article 15.5 When performing their duties, Directors, Supervisors, general manager and other senior management of the Company must comply with the principle of good faith and shall not put themselves in situations where their own interests may conflict with the obligations they have undertaken. This principle includes but is not limited to performing the following obligations:

- (I) to act honestly in the best interests of the Company;
- (II) to exercise his/her power within but not exceeding the scope of authority;
- (III) to exercise the discretion vested in him/her personally without being manipulated by others; not to transfer discretionary powers to other persons, unless and to the extent permitted by laws, administrative regulations or with the informed consent given at a Shareholders' general meeting;
- (IV) to treat Shareholders of the same class equally and Shareholders of different classes fairly;
- (V) not to enter into contracts, transactions or arrangements with the Company, unless in line with the Articles of Association or otherwise by the approval of the Shareholders' general meeting on an informed basis;
- (VI) not to seek private gain using the properties of the Company in any manner, unless agreed by the Shareholders' general meeting on an informed basis;
- (VII) not to exploit his/her position to accept bribes or other illegal income or expropriate properties of the Company by any means, including (but not limited to) opportunities beneficial to the Company;

- (VIII) not to accept commissions associated with transactions of the Company unless agreed by the Shareholders' general meeting on an informed basis;
- (IX) to comply with the Articles of Association, faithfully execute his/her duties, protect the Company's interests, and not to exploit his/her position and power in the Company to advance his/her own private interests;
- (X) not to compete with the Company in any kind unless agreed by the Shareholders' general meeting on an informed basis;
- (XI) not to misappropriate the Company's funds or lend such funds to others, or deposit the Company's capital into accounts under his/her own name or the name of other individuals, or provide guarantees in favor of others supported by the Company's assets for the debts of the Company's Shareholders or other individuals;
- (XII) not to disclose confidential information relating to the Company obtained during employment without the consent of the Shareholders at the general meeting on an informed basis; unless in the interest of the Company, not to use such information; however, under the following circumstances, the information may be disclosed to a court or other competent government authorities as required by:
 - (i) the provisions of the law;
 - (ii) for public interests;
 - (iii) the interests of Directors, Supervisors, general managers or senior management.

Article 15.6 Directors, Supervisors, general manager and other senior management of the Company may not direct the following personnel or institutions ("Related Personnel") to do what they are prohibited from doing:

- (I) spouses or minor children of the Directors, Supervisors, general manager and other senior management of the Company;
- (II) trustees of the Directors, Supervisors, general manager and other senior management of the Company or of the persons mentioned in sub-paragraph (I) of this Article;
- (III) partners of the Directors, Supervisors, general manager and other senior management of the Company or of the persons mentioned in sub-paragraph (I) and (II) of this Article;

- (IV) any company under the de facto control of the Directors, Supervisors, general manager and other senior management of the Company individually or jointly with the persons or other Directors, Supervisors and senior management of the Company mentioned in items sub-paragraph (I), (II) and (III) of this Article;
- (V) the Directors, Supervisors, general manager or other senior management of the controlled companies mentioned in sub-paragraph (IV) of this Article.

Article 15.7 The good faith obligation of the Directors, Supervisors, general manager and other senior management of the Company may not necessarily cease with the termination of their terms; their obligation to keep the trade secrets of the Company in confidence shall survive the termination of their terms. The duration of other obligations shall be determined in accordance with the principle of fairness, depending on the duration between the termination and the act concerned and any circumstance and condition under which the relationships between them and the Company are terminated.

Article 15.8 The liabilities of the Directors, Supervisors, general manager and other senior management of the Company arising from the violation of specific duties may be dissolved by the Shareholders' general meeting on an informed basis, except in circumstances otherwise stipulated in the Article 7.6 of the Articles of Association.

Article 15.9 Where a Director, Supervisor, general manager and other senior management member of the Company, directly or indirectly, has material interests in the contracts, transactions or arrangements that the Company has entered into or plans to enter into (except for the employment contracts entered into by the Company with the Directors, Supervisor, general manager and other senior management member), the above personnel shall disclose the nature and degree of his/her interests to the Board of Directors as soon as possible regardless of whether such matters are subject to the approval of the Board of Directors.

A Director shall not vote on the resolution matters of the Board in relation to any Contract, transaction, arrangement or proposal in which he/she or any of his/her associates is materially interested, and shall not be included in the quorum of the meeting, unless otherwise permitted by the Listing Rules or the Stock Exchange.

Unless the interested Director, Supervisor, general manager and other senior management of the Company discloses his/her interest to the Board in accordance with the aforesaid provision of this Article and the contracts, transactions or arrangements are approved by the Board at a meeting where the interested Director, Supervisor, general

manager and other senior management is not counted in the quorum and refrains from voting, the Company shall have the right to cancel such contracts, transactions or arrangements, except where the counterparty is a party in good faith without knowledge of the acts of such Directors, Supervisors and senior management violating their obligations.

A Director, Supervisor, general manager and other senior management member of the Company shall be deemed to be interested in a contract, transaction or arrangement in which his/her related person or associate is interested.

Article 15.10 Where a Director, Supervisor, general manager and other senior management of the Company gives the Board of Directors a notice in writing stating that, by virtue of the facts specified in the notice, he/she is interested in contracts, transactions or arrangements which may subsequently be entered into by our Company, so far as the content stated in such notice is concerned, such Directors, Supervisors, general manager and other senior management shall be deemed to have made the disclosures required by the preceding Article of this Chapter, provided that such notice have been given before the date on which the entering into of such contracts, transactions or arrangements is first taken into consideration by the Company.

Article 15.11 The Company shall not in any manner pay taxes for its Directors, Supervisors, general manager or other senior management.

Article 15.12 The Company shall not provide loans or guarantees for loans, either directly or indirectly, to the Directors, Supervisors, general manager and other senior management members of the Company and its parent Company, nor shall the Company provide the same to connected persons of the above-mentioned persons.

The following transactions are exempted from the above provision:

- (I) The Company provides its subsidiaries with loans or guarantees for loans;
- (II) The Company provides its Directors, Supervisors, general manager and other senior management members with loans, guarantees for loans or any other funds pursuant to the employment contract(s) approved at the general meeting to pay all expenses incurred for the purpose of the Company or performing duties for the Company;
- (III) Where the normal business scope of the Company covers the provision of loans and guarantees for loans, the Company may provide such Directors, Supervisors, general manager and other senior management members and other related personnel with loans and guarantees for loans, provided that the conditions of the above loans or guarantees for loans shall be normal commercial conditions.

- Article 15.13 If the Company provides a loan in breach of the preceding Article, regardless of the terms of the loan, the person who has received the loan shall repay it immediately.
- Article 15.14 The Company shall not be forced to perform the loan guarantee it provided in breach of sub-paragraph (I) of Article 15.12, except in the following circumstances:
- (I) The lender unknowingly provides loans to the personnel related to the Directors, Supervisors, general manager and other senior management members of the Company or its parent company;
 - (II) The collateral provided by the Company is sold lawfully by the lender to the buyer in good faith.
- Article 15.15 For the purposes of the foregoing provisions of this Chapter, a guarantee includes an act of undertaking responsibility or property provided by the guarantor to secure the performance of obligations by the obligor.
- Article 15.16 In the event of violation of obligations to the Company by Directors, Supervisors, general manager and other senior management, the Company shall have the right to take the following measures in addition to various rights and remedial measures stipulated in laws and administrative regulations:
- (I) claim damages from the Director, Supervisor, general manager or other senior management in compensation for losses sustained by the Company as a result of such breach;
 - (II) rescind any contract or transaction entered into by the Company with the Director, Supervisor, general manager or other senior management or by the Company with a third party (where such third party knows or should know that there is such a breach of duties by such Director, Supervisor, general manager or other senior management of the Company);
 - (III) require the Director, Supervisor, general manager or other senior management concerned to disgorge any gain arising from the breach of obligation;
 - (IV) recover any funds received by the Director, Supervisor, general manager or other senior management that should have been received by the Company, including (but not limited to) commissions;
 - (V) demand refund of the interest earned or which may have been earned by the Director, Supervisor, general manager or other senior management on the funds that should have been paid to the Company.

Article 15.17 The Company shall enter into written contracts with the Directors and Supervisors of the Company in respect of their remunerations. Such contracts are required to be approved at the general meeting in advance. The aforesaid emoluments include:

- (I) emoluments in respect of his/her service as a Director, Supervisor or member of senior management of the Company;
- (II) emoluments in respect of his/her service as a Director, Supervisor or member of senior management of any subsidiary of the Company;
- (III) emoluments in respect of other service in relation to the management of the Company and any subsidiary of the Company;
- (IV) payment of compensation for loss of office or retirement from office of a Director or Supervisor.

Except pursuant to the aforementioned contract, a Director or Supervisor may not take legal actions against the Company for any benefits payable to him/her in respect of the aforesaid matters.

The Company shall periodically disclose to the shareholders the emoluments received by the Directors, Supervisors and senior managements from the Company.

Article 15.18 The emolument contracts entered into between the Company and its Directors and Supervisors shall provide that where the Company is to be acquired, the Company's Directors and Supervisors should be entitled to compensation or other payment for loss of office or retirement from office subject to the prior approval of the general meeting.

Acquisition of the Company mentioned-above refers to any of the following:

- (I) an offer made to all Shareholders of the Company;
- (II) the offeror making the offer is to become the controlling shareholder of the Company. The definition of controlling shareholder is the same as defined in Article 7.6 of the Articles of Association.

If the relevant Director or Supervisor fails to comply with the requirements of this Article, any payment received shall belong to the persons who sell the shares in acceptance of the aforesaid offer. The Director or Supervisor shall bear all expenses arising from the distribution of such payments to the persons on a pro-rata basis and all such expenses shall not be deducted from these payments distributed.

Chapter 16 Financial and Accounting Systems and Distribution of Profits

- Article 16.1 The Company shall establish financial and accounting systems of the Company according to laws, administrative regulations and the provisions of the PRC accounting standards by the competent finance department of the State Council.
- Article 16.2 The Company shall prepare financial reports at the end of each fiscal year, and such reports shall be examined and verified as required by law.
- Article 16.3 The fiscal year of the Company shall coincide with the calendar year of January 1 through December 31 on the Gregorian calendar. The Company uses Renminbi as the primary accounting currency and its accounts are written in Chinese.
- Article 16.4 The Board of Directors shall make available before every general meeting such financial reports prepared by the Company in accordance with relevant laws, administrative regulations, normative documents issued by the local government and competent departments.
- Article 16.5 The Company shall make its financial reports available at the Company for Shareholders' inspection 20 days before the annual general meeting is convened. Each Shareholder of the Company shall be entitled to obtain a copy of the financial reports referred to in this Chapter.
- The Company shall send to each Shareholder of overseas listed foreign shares by prepaid mail a copy of the aforesaid reports at least 21 days before the annual general meeting is convened and the recipient's address shall be the address as registered in the register of Shareholders.
- Article 16.6 The financial statements of the Company shall be prepared in accordance with the PRC accounting standards, rules and regulations, and at the same time in compliance with international accounting standards or those of the overseas place where the Shares are listed. If there is any material difference between the financial statements prepared in accordance with the two accounting standards, such difference shall be stated in the notes to the financial statements. When the Company is to distribute its after-tax profits of a relevant fiscal year, the lower of the after-tax profits as shown in such two financial statements shall prevail.
- Article 16.7 Interim results or financial information published or disclosed by the Company shall be prepared in accordance with the PRC accounting standards, rules and regulations, and at the same time in compliance with international accounting standards or those of the overseas place where the Shares are listed.

- Article 16.8 The Company shall publish two financial reports in each accounting year, meaning that the interim financial reports shall be published within 60 days after the end of the first six months of the accounting year and the annual reports shall be published within 120 days after the end of the accounting year.
- Article 16.9 The Company shall have no other accounting books except the statutory accounting books. Its assets shall not be deposited in any accounts opened in the name of any individual.
- Article 16.10 Upon completion of preparation of the Company's interim and annual accounting report, the Company shall follow such procedures and make such announcements as required by the securities-related laws and regulations of the PRC and provisions of the stock exchange on which Shares of the Company are listed.
- Article 16.11 The profit of the Company shall be distributed in the following order of priority after payment of relevant taxes:
- (I) making up for losses;
 - (II) allocation to the statutory provident fund;
 - (III) allocation to the arbitrary statutory provident fund;
 - (IV) payment of dividends on ordinary shares.
- The particular proportion of distribution in the year in respect of items (III) and (IV) of this Article shall be determined by the Board in accordance with the operational condition and development of the Company and shall be subject to the consideration and approval by Shareholders' general meeting.
- Article 16.12 No dividends shall be distributed before the Company has made up its losses and has made allocations to the statutory reserve fund.
- Article 16.13 The Company shall allocate 10% of its profits after tax to the statutory provident fund. Allocation to the statutory provident fund of the Company may be waived once the cumulative amount of funds exceeds 50% of registered capital of the Company.
- Article 16.14 Allocation to the discretionary surplus reserve shall be made from the profits of the Company in accordance with a resolution of shareholders at the general meeting after allocation to the statutory surplus reserve.

Article 16.15 The Company shall not allocate dividends or carry out other allocations in the form of bonuses before it has made up for its losses and made allocations to the statutory common reserve fund. Dividends paid by the Company shall not carry any interest except where the Company has failed to pay the dividends to the shareholders on the date on which such dividends become payable.

Any amount paid up in advance of calls on any shares may carry interest but the holder of such shares shall not be entitled to participate in respect thereof in a subsequent dividend declaration.

Article 16.16 Capital reserve fund includes the following items:

- (I) premium received when Shares are issued at a premium to their par value;
- (II) any other income required by the competent finance department of the State Council to be included in the capital reserve fund.

The capital reserve fund of the Company shall not be used to cover the Company's losses.

Article 16.17 The statutory provident fund of the Company shall only be used for the following purposes:

- (I) to make up for losses;
- (II) to expand the Company's production and operation;
- (III) to convert to the increased capital. The Company can, resolved by the general meeting, capitalize capital reserve and surplus reserve which can be converted into capital under the relevant regulations, and shall either distribute new shares in proportion to the existing number of shares held by the shareholders, or to increase the par value of each share. However, when the statutory surplus reserve is converted to capital, the balance of such common reserve fund shall not fall below 25% of the registered capital of the Company before such conversion.

Article 16.18 Subject to the restrictions stipulated by Articles 16.11, 16.12 and 16.13 herein, the annual dividends shall be distributed to the shareholders in proportion to their respective shareholdings within six months after the end of the fiscal year.

Article 16.19 The Company may distribute dividends in the form of:

- (I) cash;
- (II) shares;
- (III) other manners permitted by laws, administrative regulations and regulatory rules of the place where the shares are listed.

- Article 16.20 The Company shall pay cash dividends and other payments in RMB payable to the holders of domestic shares. Cash dividends and other payments payable to the holders of overseas-listed foreign shares shall be calculated and declared in RMB by the Company, and such distribution shall be handled in accordance with applicable regulations on foreign exchange control of the People's Republic of China.
- Article 16.21 Unless otherwise provided for in relevant laws and administrative regulations, where cash dividends and other funds are to be paid in Hong Kong dollars, the applicable exchange rate shall be the average of the mid-point rate for the relevant foreign currency announced by the Peoples' Bank of China during the week prior to the announcement of payment of dividend and other funds.
- Article 16.22 When distributing dividends to its shareholders, the Company shall withhold and pay on behalf of its shareholders the taxes levied on the dividends in accordance with the provisions of the PRC tax law.
- Article 16.23 Subject to the Article 8.2 and Article 10.3 (14) of this Articles of Association, the Board of Directors may decide on a plan for the payment of interim or special dividends of the Company as authorized by the Shareholders' general meeting.
- Article 16.24 The Company shall appoint the receiving agent(s) for holders of the overseas-listed foreign shares. Such receiving agent(s) shall receive dividends which have been declared by the Company and all other amounts which the Company shall pay to the holders of the overseas-listed foreign shares on such shareholders' behalf. Such amounts shall be kept by the receiving agent(s) on such shareholders' behalf pending for paying such amounts to them.
- The receiving agents appointed by the Company shall comply with relevant provisions of the laws or the stock exchange where the Shares are listed.
- The receiving agents appointed for holders of overseas listed foreign shares listed in Hong Kong Stock Exchange shall each be a company registered as a trust company under the Trustee Ordinance of Hong Kong.
- Article 16.25 In respect of dividends distributed to shareholders, the Company has the power, if authorized, to forfeit unclaimed dividends, but such power shall not be exercised until the expiration of applicable relevant effective periods.

Article 16.26 The Company can send dividend warrants by post, either directly or through receiving agents. Where such warrants have been left uncashed, the Company has power to cease sending dividend warrants by post, either directly or through receiving agents. However, such right can only be exercised after the dividend warrants have been so left uncashed on two consecutive occasions. Nevertheless, such right may be exercised by the Company after the first occasion in which such a warrant is returned undelivered.

Article 16.27 When the Company is authorized to cease sending dividend warrants by post, but such warrants have been left uncashed, such right can only be exercised after the dividend warrants have been so left uncashed on two consecutive occasions. However, such right may be exercised by the Company after the first occasion in which such a warrant is returned undelivered.

Article 16.28 When permitted by law, the Company has the power to sell the shares of a member who is untraceable under the following circumstances:

- (I) the dividends on such shares have been distributed at least three times in a period of 12 years and the dividends are not claimed by anyone during this period; and
- (II) upon expiry of the 12-year period, the Company shall put notices on newspapers, stating its intention to sell the shares and notify the Hong Kong Stock Exchange of such intention.

Chapter 17 Engagement of Accounting Firm

Article 17.1 The Company shall engage an independent accounting firm which is qualified under relevant national regulations to audit the Company's annual financial reports and review the Company's other financial reports.

The first accounting firm of the Company may be appointed by the inaugural meeting of the Company before the first annual general meeting and the accounting firm so appointed shall hold office until the conclusion of the first annual general meeting.

If the inaugural meeting fails to exercise its aforesaid powers, those powers shall be exercised by the Board.

Article 17.2 The accounting firm appointed by the Company shall hold office from the conclusion of the annual general meeting at which they were appointed until the conclusion of the next annual general meeting.

- Article 17.3 The accounting firm appointed by the Company shall have the following rights:
- (I) to inspect at any time the books, records or vouchers of the Company, and to require the Directors, general managers or other senior management of the Company to provide any relevant information and explanation thereof;
 - (II) to require the Company to take all reasonable measures to obtain from its subsidiaries such information and explanation that are necessary for the performance of duties of such accounting firm;
 - (III) to attend Shareholders' general meetings and to receive all notices of, or other information relating to, any Shareholders' general meeting that any Shareholder is entitled to receive, and to be speak at any Shareholders' general meeting in relation to matters concerning its role as the accounting firm of the Company.
- Article 17.4 If there is any vacancy in the office of accounting firm, the Board may appoint an accounting firm to fill such casual vacancy before the convening of the Shareholders' general meeting, but while any such vacancy continues, the surviving or continuing accounting firm, if any, may act.
- Article 17.5 The Shareholders' general meeting may, by ordinary resolution, remove an accounting firm prior to the expiration of its term, notwithstanding the terms and conditions to the contract howsoever entered into between the accounting firm and the Company, but without prejudice to the right of the firm to claim, if any, for damages in respect of such dismissal.
- Article 17.6 The remuneration of an accounting firm or the manner in which such firm is to be remunerated shall be determined by ordinary resolution of the Shareholders' general meeting. The remuneration of an accounting firm appointed by the Board shall be determined by the Board.
- Article 17.7 The Company's appointment, removal and non-reappointment of an accounting firm shall be resolved by ordinary resolution of the Shareholders' general meeting, which shall be filed with the securities regulatory authorities under the State Council.

Article 17.8

Where it is proposed that any resolution be passed at a Shareholders' general meeting concerning the appointment of an accounting firm, which is not an incumbent firm, to replace an existing accounting firm or to fill a casual vacancy in the office of the accounting firm, or to reappoint a retiring accounting firm appointed by the Board to fill a casual vacancy, or to remove the accounting firm before the expiration of its term of office, the following provisions shall apply:

- (I) A copy of the proposal on such appointment or removal shall be sent to the accounting firm proposed to be appointed or proposing to leave its post or has left its post in the relevant fiscal year before notice of the Shareholders' general meeting is given to the Shareholders. Leaving includes leaving by removal, resignation and retirement.
- (II) If the leaving accounting firm makes representations in writing and requests the Company to notify the Shareholders of such representations, the Company shall (unless the representations are received too late):
 - 1. in any notice given to Shareholders on the resolution to be made, state the representations that has been made by the leaving accounting firm;
 - 2. attach a copy of the representations to the notice and deliver it to the Shareholders as required by the Articles of Association.
- (III) If the accounting firm's representations are not sent in accordance with paragraph (II) above, the relevant accounting firm may require that the representations be read at the Shareholders' general meeting and may make further complaints.
- (IV) An accounting firm that is leaving its post shall be entitled to attend:
 - 1. the Shareholders' general meeting relating to the expiry of its term of office;
 - 2. any Shareholders' general meeting where it is proposed to fill the vacancy caused by its removal;
 - 3. any Shareholders' general meeting convened for its resignation.

An accounting firm that is leaving its post shall be entitled to receive all notices of, and other information relating to, any such meetings, and to speak at such meetings in relation to matters concerning its role as the former accounting firm of the Company.

Article 17.9 Prior to the removal or the non-reappointment of an accounting firm, prior notice of such removal or non-reappointment shall be given to the accounting firm concerned and such firm shall be entitled to make representations at the Shareholders' general meeting. Where the accounting firm resigns from its post, it shall make clear to the Shareholders' general meeting whether there has been any impropriety on the part of the Company.

Article 17.10 An accounting firm may resign from its office by depositing at the Company's residence a resignation notice that shall become effective on the date of such deposit or on such later date as may be stipulated in such notice. Such notice shall include:

- (I) a statement to the effect that there is no circumstance connected with its resignation that it considers should be brought to the notice of the Shareholders or creditors of the Company; or
- (II) a statement of any matters of which an account should be given.

Where a writing notice is deposited in accordance with the preceding paragraph, the Company shall send a copy of the notice to the competent authority within 14 days. If the notice contains a statement referred to in subparagraph (II) above, a copy of such statement shall be maintained at the Company for Shareholders' inspection. The Company shall also send a copy of such statement to every holder of overseas listed foreign Shares by prepaid post to the addresses recorded in the register of Shareholders.

Where the notice of resignation of an accounting firm contains a statement of any matters of which an account should be given, the accounting firm may request the Board to convene a Shareholders' extraordinary general meeting to explain the circumstances connected with its resignation.

Chapter 18 Insurance

Article 18.1 The various types of insurance of the Company shall be covered by insurance companies registered in China and allowed by the laws of China to provide insurance business to the companies of China.

Article 18.2 The types of insurance, the insured amount, the period of insurance and other insurance clauses shall be discussed and determined by the Board of the Company according to the practices of the companies in the similar industry in other countries and the convention in China as well as requirements of the laws.

Chapter 19 Labor Management

- Article 19.1 The Company shall formulate its systems regarding to labor management, human resources management, payroll and welfare and social insurance in accordance with the laws, regulations and administrative rules of the PRC.
- Article 19.2 The Company shall hire the management personnel of different levels by appointment and the common employees by contract. The Company may determine the allocation of human resources at its own discretion. It is also entitled to hire management personnel and other employees on its own, and to dismiss the same in accordance with the regulations and the contract provisions.
- Article 19.3 The Company is entitled to, within the scope specified by the administrative rules, determine the payroll and welfare benefits of management personnel of different levels and different employees in accordance with its own economic efficiency.
- Article 19.4 Subject to the relevant administrative rules of the PRC government and regional governments, the Company shall arrange medical, retirement and unemployment insurance for its management personnel and employees and shall implement the laws, regulations and relevant requirements of labor insurance regarding to retirement and unemployment of employees.

Chapter 20 Labor Union Organization

- Article 20.1 The staff of the Company shall have the right to establish a labor union organization according to Labor Union Law of PRC to perform union activities. The labor union's activities shall be carried out outside working hours unless otherwise prescribed by the Board.

Chapter 21 Merger and Division of the Company

- Article 21.1 In the event of the merger or division of the Company, a plan shall be proposed by the Board of the Company and approved in accordance with the procedures stipulated in the Articles of Association, and the relevant examining and approving formalities shall be processed as required by laws. Shareholders who oppose the merger or division plan of the Company shall have the right to request the Company or the Shareholders who consent to such plan to purchase their Shares at a fair price. The Company's resolution on the merger or division should be prepared as a special document for inspection by the Shareholders.

The aforesaid document shall also be sent by post to holders of overseas listed foreign Shares. Subject to the laws, administrative regulations and the listing rules of the stock exchange where the Company's Shares are listed, the Company may deliver by announcements (including publishing on the Company's website).

Article 21.2 Companies may merge through merger by absorption or through the establishment of a newly merged entity.

In the event of a merger, the parties to the merger shall enter into a merger agreement and prepare balance sheets and inventories of assets. The Company shall notify its creditors within 10 days after the date of the Company's resolution on merger and shall make newspaper announcement within 30 days after the date of the Company's resolution on merger.

Upon the merger, claims and liabilities of parties to the merger shall be taken over by the continuing company or the newly established company.

Article 21.3 When the Company is divided, its assets shall be split accordingly.

In the event of a division of the Company, all the parties involved shall execute a division agreement and prepare balance sheets and inventories of assets. The Company shall notify its creditors within 10 days after the date of the Company's resolution on division and shall make newspaper announcements within 30 days after the date of the Company's resolution on division.

Debts incurred by the Company before its division shall be borne by the companies after the division according to the respective agreement reached, save as otherwise agreed in writing between the Company and the creditors in respect of debt settlement before division.

Article 21.4 When the merger or division of the Company involves changes in registered particulars, such changes shall be registered with the company registration authority in accordance with the laws. When the Company is dissolved, the Company shall cancel its registration in accordance with the laws. When a new company is established, its establishment shall be registered in accordance with the laws.

Chapter 22 Dissolution and Liquidation of the Company

Article 22.1 Upon the occurrence of any of the following circumstances, the Company shall be lawfully dissolved and liquidated:

- (I) where the term of operation expires as stipulated in the Articles of Association or other reasons for dissolution as stipulated in the Articles of Association occur;
- (II) where the general meeting dissolves the Company with special resolution;
- (III) where dissolution is required for the purpose of merger or division of the Company;

- (IV) where the Company is legally declared bankrupt due to its inability to repay the debts as they fall due;
- (V) where the business license of the Company is suspended or revoked, or the Company is ordered to close down according to laws in violation of laws or administrative regulations;
- (VI) where the Company runs into difficulties in operation and management, its continuous existence may cause heavy losses to the Shareholders' interests, and such difficulties may not be dealt with in other ways, the Shareholders holding more than 10% of the total number of Shares carrying voting rights may apply to the court to dissolve the Company.

Article 22.2

Where the Company is dissolved in accordance with the provisions set forth in items (I), (II), (V) and (VI) above, the liquidation team shall be established within 15 days and shall consist of the persons determined by ordinary resolution at the general meeting. In the event that no liquidation team is established within such period to carry out liquidation, the creditor(s) may apply to the people's court to designate relevant persons to form a liquidation team to carry out liquidation.

In the event that the Company is dissolved in accordance with the provision set forth in item (IV) above, the people's court shall organize the Shareholders, the related authorities and related professionals to form a liquidation team to carry out liquidation pursuant to provisions of relevant laws. In the event that the Company is ordered to close down or dissolved in violation of laws or administrative regulations, the relevant competent authority shall organize the Shareholders, the related authorities and relevant professionals to form a liquidation team to carry out liquidation.

Article 22.3

Where the Board decides to liquidate the Company for any reason other than the Company's declaration of its bankruptcy, the Board shall include a statement in the notice convening a general meeting for such purpose that the Board has performed a comprehensive investigation into the affairs of the Company, and is of the opinion that the Company will be able to pay its debts in full within 12 months from the commencement of liquidation.

Upon the passing of the special resolution to liquidate the Company at the general meeting, the functions and powers of the Board of the Company shall cease immediately

In accordance with the instructions of the general meeting, the liquidation team shall make a report at least once every year to the general meeting on its income and expenditure, the business of the company and the progress of liquidation, and present a final report to the general meeting upon completion of liquidation.

Article 22.4 The liquidation team shall, within 10 days of its establishment, send notices to creditors, and shall, within 60 days of its establishment, publish an announcement in newspapers. The creditors shall, within 30 days of receipt of the notice, or for those who have not personally received such notice, within 45 days of the date of announcement, claim their rights to the liquidation team. The liquidation team shall carry out registration of the rights.

In claiming its rights, the creditor shall explain the relevant matters and provide supporting materials in respect thereof. The liquidation team shall carry out registration of the rights.

In the course of claiming of creditor's rights, the liquidation team shall not make any payment to the creditors.

Article 22.5 The liquidation group shall exercise the following powers during the liquidation:

- (I) to handle the Company's assets and to prepare a balance sheet and an inventory of the assets, respectively;
- (II) to notify creditors through notice or public announcement;
- (III) to deal with the Company's outstanding business related to liquidation;
- (IV) to pay any tax overdue as well as tax amounts arising from the process of liquidation;
- (V) to claim credits and pay off debts;
- (VI) to handle the Company's remaining assets after its debts have been paid off;
- (VII) to represent the Company in civil lawsuits.

Article 22.6 After sorting out the assets of the company and preparing the balance sheet and an inventory of assets, the liquidation team shall formulate a liquidation proposal and present it to the general meeting or relevant competent authorities for confirmation.

The settlement shall follow the sequence as below with the Company's assets:

- (I) liquidation expenses;
- (II) wages of employees, social insurance expenses and statutory compensations;
- (III) settlement of outstanding taxes;
- (IV) repayment of bank loans and other debts of the Company.

The remaining assets of the Company after repayment of its debts in accordance with the provisions above shall be distributed to the Shareholders of the Company according to the class of Shares held by them and in proportion to their respective shareholdings.

The Company shall continue to exist during the liquidation period, but shall not engage in any operation activities that are not related to the liquidation.

Article 22.7 In the event of liquidation due to dissolution of the Company and the liquidation team finds that, after sorting out the Company's assets and preparing the balance sheet and an inventory of assets, the assets of the Company are insufficient to pay the debts, it shall immediately apply to the people's court to declare insolvency.

After the Company is declared insolvent by ruling of the people's court, the liquidation team shall transfer matters arising from the liquidation to the people's court.

Article 22.8 Following the completion of liquidation of the company, the liquidation team shall prepare a liquidation report, a statement of income and expenditure and financial books during the liquidation period, which, after being verified by a Chinese registered accountant, shall be presented to the general meeting or relevant authorities for confirmation.

The liquidation team shall, within 30 days after such confirmation by the general meeting or relevant authorities, present the above-mentioned documents to the company registration authority and apply for cancellation of registration of the Company and publish an announcement relating to the termination of the Company.

Chapter 23 Procedures for Amendments to the Articles of Association

Article 23.1 The Company may amend the Articles of Association in accordance with the requirements of laws, administrative regulations and the Articles of Association.

Article 23.2 The Articles of Association may be amended in accordance with the following procedures:

- (I) the Board shall pass a resolution in accordance with the Articles of Association to propose amendments to the Articles of Association by Shareholders' general meeting and to formulate the proposal for amendments;
- (II) the Shareholders shall be notified of the proposals for amendments and a Shareholders' general meeting shall be convened to vote on the amendments;

- (III) subject to the relevant provisions of the Articles of Association of the Company, the amendments put to the vote at a Shareholders' general meeting shall be passed by way of a special resolution;
- (IV) the proposed amendments to the Articles of Association passed by votes at a Shareholders' general meeting shall become effective after it was reported to and approved by competent approving authority (if necessary);
- (V) the Company shall submit the amended Articles of Association to the company registration authority for record.

Article 23.3 Any amendment to provisions incorporated in the Articles of Association in connection with the Mandatory Provisions will only be effective after approval by the company approval authority authorized by the State Council and China Securities Regulatory Commission (if necessary); in relation to matters involving the Company's registration, its registration with the authority must also be changed in accordance with the law.

Chapter 24 Dispute Resolution

Article 24.1 The Company complies with the following principles for dispute resolution:

- (I) Any dispute or claim arising between the shareholders of overseas listed foreign shares and the Company; Shareholders of overseas listed foreign Shares and the Directors, Supervisors, general manager and other senior management of the Company; Shareholders of overseas listed foreign Shares and Shareholders of Domestic Shares, in respect of any rights or obligations arising from the Articles of Association, the Company Law and other relevant laws and administrative regulations concerning the affairs of the Company shall be submitted by the abovementioned party for arbitration.

When the aforesaid dispute or claim is submitted for arbitration, the entire claim or dispute shall be referred to arbitration. Those who have a cause of action based on the same facts giving rise to the dispute or claim, shall, where such person is the Company or its Shareholder, a Director, Supervisor, general manager and other senior management of the Company, comply with the arbitration.

Disputes relating to the definition of Shareholders and register of members may be resolved without arbitration.

- (II) The claimant may choose for arbitration to be conducted at either the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules, or the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the claimant submits a dispute or claim to arbitration, the other party must conduct arbitration at the arbitral body chosen by the claimant.

If a claimant chooses for arbitration to be conducted at the Hong Kong International Arbitration Centre, either party may apply for a hearing to take place in Shenzhen in accordance with the securities arbitration rules of the Hong Kong International Arbitration Centre.

- (III) The PRC laws shall apply to the settlement of disputes or claims arising from item (I) above by way of arbitration; except where otherwise provided by law or administrative Regulations.
- (IV) The award of the arbitral body shall be final and conclusive and binding on all parties.

Chapter 25 Notice

Article 25.1 A notice of the Company shall be delivered by:

- (I) hand;
- (II) mail;
- (III) facsimile or email;
- (IV) publication on the website designated by the Company and the Hong Kong Stock Exchange, subject to the compliance with laws, administrative regulations and listing rules of the stock exchange where the Shares of the Company are listed;
- (V) public announcements;
- (VI) other means agreed in advance between the Company and the recipient or such other approved means as notified to the recipient;
- (VII) any other means approved by the regulatory authority of the place where the Shares of the Company are listed or provided in the Articles of Association.

Unless the context otherwise requires, “announcement” referred to in the Articles of Association, in respect of the announcements issued to the Shareholders of Domestic Shares or the announcements issued in the territory of China in accordance with relevant provisions and the Articles of Association, refers to publishing announcements on relevant newspapers in China, and relevant newspapers shall be prescribed by the laws and administrative regulations of the People’s Republic of China or designated by the securities regulatory authority under the State Council; in respect of the announcements issued to the holders of overseas listed foreign Shares or the announcements that shall be issued in Hong Kong in accordance with relevant provisions and the Articles of Association, the announcements shall be published in accordance with the requirements of relevant Listing Rules.

The Company must give notice sufficient to enable the Shareholders, whose addresses on the register of members are in Hong Kong, to exercise their rights or act in accordance with the terms of the notice.

Article 25.2 Unless the Articles of Association otherwise requires, the requirements of the preceding article in relation to the manners of notice are applicable to the notices convening Shareholders’ general meetings, Board meetings and meetings of the Board of Supervisors by the Company.

Article 25.3 For notice served by hand, the receiver shall sign (or seal) on the reply slip with the receiving date as the delivery date; for notice sent by mail, the 48th hour from the date of posting in the post office is the delivery date; for notice sent by fax or email or published on websites, the date of sending or publishing is the delivery date; for notice published by announcement, the first publishing date is the delivery date. Such announcements shall be published in compliance with the requirements of the laws, administrative regulations and the listing rules of the stock exchange where the Company’s Shares are listed.

Article 25.4 In the event that the listing rules of the stock exchange where the Company’s Shares are listed require the Company to provide the relevant documents in English version and Chinese version by delivery, mail, distribution, issuance, publishing or other manners, where the Company has made appropriate arrangement to confirm its Shareholders’ intent to receive the English version only or the Chinese version only, and within the scope permitted by the applicable laws and regulations and pursuant to the applicable laws and regulations, the Company may (based on the intent stated by the Shareholders) deliver the English version only or the Chinese version only to the relevant Shareholders.

Chapter 26 Interpretations and Definitions of the Articles of Association

- Article 26.1 The Articles of Association shall be subject to the interpretation of the Board of the Company. Any matter not provided in the Articles of Association shall be resolved by the resolution proposed by the Board and passed at the Shareholders' general meeting.
- Article 26.2 The Articles of Association are written in both Chinese and English and the Chinese version shall prevail in case of discrepancy.
- Article 26.3 All "over", "under" and "not less than" referred in the Articles of Association include themselves; "more", "more than", "except" and "less than" do not include themselves.
- Article 26.4 Appendices to the Articles of Association include the rules of procedures of the Shareholders' general meetings, rules of procedures of the Board meetings and rules of procedures of meetings of the Board of Supervisors.
- Article 26.5 Unless the context otherwise requires, the following expressions have the following meanings in the Articles of Association:
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| "Articles of Association" | the Articles of Association of the Company |
| "Board" | the board of directors of the Company |
| "Chairman" | the chairman of the Board |
| "Director" | any director of the Company |
| "overseas listed foreign Shares" | any overseas listed foreign Shares of the Company |
| "residence of the Company" | the legal residence of the Company, being Block 5, B Area, No. 777, Binhai 4th Road, Hangzhou Bay New Area, Ningbo, Zhejiang Province |
| "Renminbi" or "RMB" | the lawful currency of the PRC |
| "senior management" | the general manager, deputy general manager, financial controller and secretary to the Board of the Company |
| "PRC" and "State" | the People's Republic of China |
| "Hong Kong Stock Exchange" | The Stock Exchange of Hong Kong Limited |
| "Listing Rules" | the Listing Rules issued by Hong Kong Stock Exchange |
| "Company" | the Company, Jenscare Scientific Co., Ltd. |

“accounting firm”	has the meaning ascribed to “auditor” under the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited
“Company Law”	the Company Law of the Peoples’ Republic of China
“Insurance Law”	the Insurance Law of the Peoples’ Republic of China
“Trade Union Law”	the Trade Union Law of the People’s Republic of China
“MP” and “Mandatory Provisions”	the Mandatory Provisions for the Articles of Association of Companies to be Listed Overseas (Zheng Wei Fa [1994] No. 21) jointly issued by the former Securities Commission of the State Council and the former State Commission for Restructuring the Economic Systems
“App3”	Appendix III of the Listing Rules newly promulgated by the Hong Kong Stock Exchange
“A13D”	Appendix XIID of the Listing Rules newly promulgated by the Hong Kong Stock Exchange
“LR”	the Listing Rules newly promulgated by the Hong Kong Stock Exchange
“LR19A”	Chapter 19A of the Listing Rules newly promulgated by the Hong Kong Stock Exchange
“Zheng Jian Hai Han”	Circular Regarding to Opinions on Supplementary Amendment to Articles of Associations by Companies to be listed in Hong Kong (Zheng Jian Hai Han [1995] No. 1) jointly promulgated by the Overseas-Listing Department of China Securities Regulatory Commission and the former Production System Department of the State Commission for Restructuring the Economic Systems
“Normative Opinions”	the Opinion on the Further Promotion of the Standardised Operation and In-depth Reform of Companies Listed Overseas jointly promulgated by the former State Economic and Trade Commission and China Securities Regulatory Commission