
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspects of this circular or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, certified public accountant or other professional advisors.

If you have sold or transferred all your shares in **CHINA VANKE CO., LTD.***, you should at once hand this circular to the purchaser or transferee, or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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vanke

CHINA VANKE CO., LTD.*

萬科企業股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 2202)

- (1) REPORT OF THE BOARD OF DIRECTORS FOR THE YEAR 2024
- (2) REPORT OF THE SUPERVISORY COMMITTEE FOR THE YEAR 2024
- (3) 2024 ANNUAL REPORT
- (4) PROFIT DISTRIBUTION PLAN FOR THE YEAR 2024
- (5) AUTHORISATION OF THE COMPANY AND ITS MAJORITY-OWNED SUBSIDIARIES PROVIDING FINANCIAL ASSISTANCE TO THIRD PARTIES
- (6) AUTHORISATION OF THE COMPANY AND ITS MAJORITY-OWNED SUBSIDIARIES PROVIDING GUARANTEE TO THIRD PARTIES
- (7) APPOINTMENT OF CERTIFIED PUBLIC ACCOUNTANTS FOR THE YEAR 2025
- (8) CONNECTED TRANSACTION – RECEIPT OF FINANCIAL ASSISTANCE FROM SUBSTANTIAL SHAREHOLDER AND PROVISION OF ASSET COLLATERAL
- (9) GENERAL MANDATE TO ISSUE ADDITIONAL H SHARES
- (10) RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION
- (11) RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE GENERAL MEETING
- (12) RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE BOARD OF DIRECTORS
- (13) NOTICE OF THE 2024 ANNUAL GENERAL MEETING

Independent Financial Adviser
to the Independent Board Committee and the Independent Shareholders



IMPORTANT NOTICE: THE SOLE PURPOSE OF DISTRIBUTING THIS CIRCULAR IS TO PROVIDE YOU WITH INFORMATION REGARDING THE AGM SO THAT YOU MAY MAKE AN INFORMED DECISION ON VOTING IN RESPECT OF THE RESOLUTIONS TO BE TABLED AT THE AGM.

A letter from the Board is set out on pages 6 to 32 of this circular.

The Company will convene the AGM at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC starting from 3 p.m. on Friday, 27 June 2025. The notice regarding the AGM is set out on page 52 to 54 of this circular.

For those who intend to appoint a proxy to attend the AGM, please complete the proxy form of the AGM and return the same in accordance with the instructions printed thereon. To be valid, for holders of A Shares, the proxy form of the AGM, together with the notarised power of attorney or other document of authorisation (if any), must be delivered to the office of the Board at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC not less than 24 hours before the time appointed for the holding of the AGM or any adjournment thereof; for holders of H Shares, the proxy form of the AGM must be delivered to the Company's H Shares Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 24 hours before the time appointed for the AGM or any adjournment thereof. Completion and return of the proxy form of the AGM will not preclude you from attending and voting in person at the AGM or any adjourned meeting should you so wish.

* For identification purpose only

6 June 2025

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Note: If there is any inconsistency between the Chinese and English versions of this circular, the Chinese version shall prevail.

DEFINITIONS

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

“2024 Annual Report”	the 2024 annual report despatched by the Company on 11 April 2025
“Asset Collateral”	the asset collateral agreed to be provided by the Company, with a value not exceeding RMB6,000,000,000, in favor of Shenzhen Metro Group, serving as security under the Supplemental Loan Agreement
“A Share(s)”	the domestic ordinary share(s) with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the SZSE (stock code: 000002) and traded in RMB
“AGM” or “2024 AGM”	the annual general meeting of 2024 of the Company or any adjournment thereof to be convened at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC starting from 3 p.m. on Friday, 27 June 2025
“Articles of Association”	the Articles of Association of China Vanke Co., Ltd.*, as amended from time to time
“Audit Committee”	the audit committee of the Board
“Board” or “Board of Directors”	the board of directors of the Company
“Chairman”	the chairman of the Board
“Company”	China Vanke Co., Ltd.* (萬科企業股份有限公司), a joint stock company established in the PRC with limited liability on 30 May 1984, the H Shares of which are listed on the Hong Kong Stock Exchange (stock code: 2202) and the A Shares of which are listed on the SZSE (stock code: 000002)
“Company Law”	company law of the PRC, as amended from time to time
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Controlling Shareholder”	has the meaning ascribed to it under the Listing Rules

DEFINITIONS

“Credit Guarantee”	the guarantee dated 21 February 2025 executed by Vanke Investment, Vanke Development and Vanke Apartment in favour of Shenzhen Metro Group, guaranteeing the due performance of all obligations of the Company under the Loan Agreement, for an amount not exceeding RMB4,200,000,000
“Deloitte”	Deloitte Touche Tohmatsu Certified Public Accountants LLP and Deloitte Touche Tohmatsu
“Director(s)”	the director(s) of the Company
“Executive Director(s)”	the executive director(s) of the Company
“General Meeting(s)”	the general meeting(s) held by the Company from time to time
“Group” or “Vanke”	the Company and its subsidiaries
“H Share(s)”	the overseas listed foreign share(s) with a nominal value of RMB1.00 each in the share capital of the Company, which are listed on the Hong Kong Stock Exchange (stock code: 2202) and traded in Hong Kong dollars
“H Shareholders”	the holders of H Shares
“H Share Registrar”	Computershare Hong Kong Investor Services Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange” or “Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Independent Non-executive Director(s)”	the independent non-executive director(s) of the Company
“Independent Board Committee”	the independent board committee comprising all the Independent Non-executive Directors, namely Mr. Liu Tsz Bun Bennett, Mr. Lim Ming Yan, Dr. Shum Heung Yeung Harry and Mr. Zhang Yichen, established to advise the Independent Shareholders in respect of the Supplemental Loan Agreement and the transactions contemplated thereunder (including the Asset Collateral, which comprises the Share Pledge)

DEFINITIONS

“Independent Financial Adviser”	OCTAL Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, which has been appointed as the independent financial adviser to make the relevant recommendation to the Independent Board Committee and the Independent Shareholders in relation to the Supplemental Loan Agreement and the transactions contemplated thereunder (including the Asset Collateral and the Share Pledge)
“Independent Shareholder(s)”	the Shareholders other than Shenzhen Metro Group and its associates
“KPMG”	KPMG Huazhen LLP and KPMG
“Latest Practicable Date”	3 June 2025, being the latest practicable date for ascertaining certain information before the printing of this circular
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
“Loan”	the loan in the aggregate amount of up to RMB4,200,000,000 to be provided by Shenzhen Metro Group to the Company under the Loan Agreement
“Loan Agreement”	the loan agreement dated 21 February 2025 entered into between the Company and Shenzhen Metro Group in respect of the Loan
“LPR”	the loan prime rate as published by the National Interbank Funding Center (authorized by the People’s Bank of China) as at the applicable day prior to the drawdown date of the Loan
“Non-executive Director(s)”	the non-executive director(s) of the Company
“Onewo Inc.”	Onewo Inc. (萬物雲空間科技服務股份有限公司), a limited liability company incorporated in the PRC on 20 February 2001 and converted into a joint stock limited company on 20 March 2018, the H shares of which are listed on the Main Board of the Hong Kong Stock Exchange (stock code: 2602)
“Onewo Shares”	share(s) in the share capital of Onewo Inc., with a nominal value of RMB1.00 each, comprising its H shares only

DEFINITIONS

“PRC”	the People’s Republic of China, which shall, for the purposes of this circular, exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Previous Loan”	the loan in the aggregate amount of up to RMB2,800,000,000 provided by Shenzhen Metro Group to the Company pursuant to the loan agreement entered into between the Company and Shenzhen Metro Group dated 10 February 2025
“Procedural Rules for the Board of Directors”	the Procedural Rules for the Board of Directors of the Company, as amended from time to time
“Procedural Rules for the General Meeting”	the Procedural Rules for the General Meeting of the Company, as amended from time to time
“RMB”	Renminbi, the lawful currency of the PRC
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	the ordinary share(s) of the Company, including A Share(s) and H Share(s)
“Share Pledge”	the share pledge to be executed by the Company in favour of Shenzhen Metro Group over certain Onewo Shares to secure the due performance of the Company’s obligations as the Asset Collateral, after obtaining the approval of Independent Shareholders
“Shareholder(s)”	holder(s) of the Share(s)
“Shenzhen Metro Group”	Shenzhen Metro Group Co., Ltd. (深圳市地鐵集團有限公司), a stateowned proprietary enterprise established in the PRC on 31 July 1998, which primarily engages in metro constructions, rail operations, property development, commercial operations, property management, engineering investigations and design, etc. and is an existing substantial Shareholder of the Group and a connected person of the Company
“Substantial Shareholder(s)”	has the meaning ascribed to it under the Listing Rules
“Supervisor(s)”	the member(s) of the Supervisory Committee of the Company
“Supervisory Committee”	the supervisory committee of the Company

DEFINITIONS

“Supplemental Loan Agreement”	the supplemental loan agreement dated 21 May 2025 entered into between the Company and Shenzhen Metro Group in respect of the Loan
“SZSE”	Shenzhen Stock Exchange
“Takeovers Code”	the Hong Kong Code on Takeovers and Merger
“Vanke Apartment”	Vanke Apartment Management Co., Ltd.* 萬科公寓管理有限公司, a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Vanke Development”	Shenzhen Vanke Development Co., Ltd.* 深圳市萬科發展有限公司, a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Vanke Investment”	Shanghai Vanke Investment Co., Ltd.* 上海萬科投資管理有限公司, a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“%”	per cent

LETTER FROM THE BOARD

vanke
CHINA VANKE CO., LTD.*
萬科企業股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock code: 2202)

Board of Directors

Executive Directors

Mr. YU Liang
Ms. WANG Yun

Non-executive Directors

Mr. XIN Jie
Mr. HU Guobin
Mr. HUANG Liping
Mr. LEI Jiangsong

Independent Non-executive Directors

Mr. LIU Tsz Bun Bennett
Mr. LIM Ming Yan
Dr. SHUM Heung Yeung Harry
Mr. ZHANG Yichen

Registered office and address of head office

Vanke Center
No. 33 Huanmei Road
Dameisha, Yantian District
Shenzhen, the PRC

Principal place of business in Hong Kong

55/F, Bank of China Tower
1 Garden Road
Hong Kong

6 June 2025

To the Shareholders

Dear Sir/Madam,

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LETTER FROM THE BOARD

INTRODUCTION

The purpose of this circular is to provide you with information reasonably necessary for the AGM in order to enable you to make an informed decision on whether to vote for or against the resolutions to be proposed at the AGM.

RESOLUTIONS PROPOSED AT THE AGM

Resolutions to be considered at the AGM are set out in the notice of AGM, and the notice in relation to the AGM is set out on pages 52 to 54 of this circular. Details of resolutions proposed at the AGM are set out below:

1. To consider and approve the report of the Board of Directors for the year 2024

An ordinary resolution will be proposed at the AGM to approve the report of the Board of Directors for the year 2024, the text of which is set out in the 2024 Annual Report.

2. To consider and approve the report of the Supervisory Committee for the year 2024

An ordinary resolution will be proposed at the AGM to approve the report of the Supervisory Committee for the year 2024, the text of which is set out in the 2024 Annual Report.

3. To consider and approve the 2024 Annual Report

An ordinary resolution will be proposed at the AGM to approve the 2024 Annual Report.

4. To consider and approve the profit distribution plan for the year 2024

An ordinary resolution will be proposed at the AGM to approve the proposal on profit distribution for the year 2024.

In 2024, the Company experienced a loss in performance. The Company will not pay dividend, issue bonus shares, or issue any share capital by way of conversion of capital reserve for the year of 2024.

5. To consider and approve the authorisation of the Company and its majority-owned subsidiaries providing financial assistance to third parties

In view that project company model is commonly used in the real estate development, generally, registered capital of such project company is unable to cover the capital for projects' operating needs. In principle, shareholders of the project company need to provide funds to the project company in proportion to their equity interests, thereby granting financial supports from the Company to its associated and

LETTER FROM THE BOARD

jointly controlled project companies. All this is necessary for the normal operation of the real estate business and complies with the regulatory requirements and industry features.

In order to provide capital required for the operations and development of project companies and improvement of the efficiency of capital use, the Board agreed that the newly added total amount of the authorized financing shall not exceed RMB101.333 billion. Additionally, to reduce inflexible capital, in accordance with industry practices, the shareholders of the cooperation projects could, in principle, utilize the extra capital of the project company in proportion to its equity interests. This results in financial transactions between the project company and the cooperative shareholders within the scope of the Company's consolidated financial statements. Such transactions are in line with industry practices and operational needs.

An ordinary resolution will be proposed to the AGM for approval on authorising the Board (or its designated person(s)) to decide on the arrangements for the provision of financial assistance to third parties by the Company and its majority-owned subsidiaries within a specified amount. Details of the authorisation are as follow:

- (1) The financial assistance proposed for authorisation refers to the actions of the Company and its majority-owned subsidiaries to provide funds or entrusted loans to third parties, with or without consideration, and the target of such financial assistance shall be project companies established for commencing real estate business by the Company or its subsidiaries, and belongs to an unconsolidated project company or a project company with no more than 50% of equity interest attributable to the Company, or a majority-owned subsidiary invested and formed by the Company and its related parties. The target of financial assistance shall not be Directors, Supervisors, senior management, Shareholders with 5% or above shareholdings, de facto controller(s) and legal persons or other organisations under its control, the target of financial assistance could be a connected legal person of the Company solely because the senior management of the Company serves as its Director;
- (2) The target of such financial assistance shall be engaged in real estate development as its only main business. The capital of financial assistance shall only be applied for the target's main business. The target's latest audited debt-asset ratio may exceed 70%;
- (3) The Company shall provide financial assistance to the target in proportion to its capital contribution, that means other shareholders or any cooperating parties of the target which accept the financial assistance shall also provide financial assistance in proportion to their capital contributions under similar conditions, such as amount, term of financing, interest rates, covenant and security measures;

LETTER FROM THE BOARD

- (4) The newly added total amount of the authorised financial assistance shall not exceed 50% of the Company's latest audited net equity attributable to the equity shareholders of the Company, which is RMB101.333 billion. The amount of financing to a single project company shall not exceed 10% of the Company's latest audited net equity attributable to the equity shareholders of the Company, which is RMB20.267 billion. Funds can be rolled over within the approved amount, provided that the net total of new financial assistance at any given time does not exceed the amount of authorisation approved at the 2024 AGM;
- (5) Sources of the financial assistance shall be internal resources and self-raised capital of the Company;
- (6) To enhance the decision-making efficiency, the Board proposes to the AGM to authorise the Board to and the Board may sub-authorize other persons to decide on financial assistance matters in compliance with the aforementioned conditions. The execution of authorisation and approval by the authorised person shall be in compliance with laws and regulations, the Company's Articles of Association and other internal systems as well as the actual implementation of the Company's procedures;
- (7) The above authorisation shall be in force from the date of approval of the resolution at the AGM to the date of the 2025 annual general meeting of the Company.

As far as the Directors are aware, there are no connected persons of the Company involved. Therefore, these financial assistance arrangements are not required to comply with the connected transaction requirements under Chapter 14A of the Listing Rules. Under Chapter 14 of the Listing Rules, if the applicable percentage rate of the financial assistance provided to each associate exceeds 5%, the Company will promptly comply with the reporting, announcement and shareholders' approval requirements under the Listing Rules (as applicable). If the financial assistance arrangements constitute situations for disclosure under Chapter 13 (particularly, Rule 13.16) of the Listing Rules, the Company will also comply with the applicable announcement and reporting requirements as appropriate.

6. To consider and approve the resolution on the authorisation of the Company and its majority-owned subsidiaries providing guarantee to third parties

In order to promote business development, resolve the funds needed for the operational development of the Company's consolidated project companies, ensure the project progress is in line with the operational plans of the Company and increase the Shareholders' return, in accordance with the regulations of the "Rules Governing the Listing of Stocks on the Shenzhen Stock Exchange (2024 Revision)" and the "Self-Regulatory Guidelines for the Companies Listed on the Shenzhen Stock Exchange No.1 – Standardised Operation of the Companies Listed on the Main Board (December 2023 Revision)" by the SZSE, an ordinary resolution will be proposed at the AGM for approval of authorising the Board (and its designated person(s)) to decide the Company

LETTER FROM THE BOARD

and its majority-owned subsidiaries to provide guarantee within a specified amount. Details of the authorisation and the guarantee provided by the Company to third parties are as follow:

(1) The Company and its majority-owned subsidiaries provide guarantee to other majority-owned subsidiaries

The Company provides guarantee to its majority-owned subsidiaries, and majority-owned subsidiaries provide guarantee to other majority-owned subsidiaries, the newly added total amount of guarantee provided within the authorisation period shall not exceed RMB150,000 million.

Of which, the newly added amount of guarantee to companies with the latest debt to asset ratio over 70% shall not exceed RMB130,000 million; and the newly added amount of guarantee to companies with the latest debt to assets ratio below 70% shall not exceed RMB20,000 million.

In principle, other shareholders of the guaranteed party shall provide risk control measures such as equivalent guarantee or counter-guarantee in proportion to their capital contributions. If the shareholder fails to provide the same guarantee and other risk control measures in proportion to their capital contributions, the Company shall disclose the main reasons and, on the basis of analyzing the operating conditions and debt repayment ability of the guarantees, fully explain whether the risk of the guarantee is controllable and whether it damages the interests of the Company.

(2) The accumulative amount of external guarantees and amount of overdue guarantee

As of 31 December 2024, the Group's guarantee balance amounted to RMB74.250 billion, accounting for 36.64% of the Company's audited net assets attributable to equity shareholders of the Company in 2024. Of which, the guarantee balance provided by the Company and its majority-owned subsidiaries to other majority-owned subsidiaries amounted to RMB74.207 billion, while the guarantee balance provided by the Company and its majority-owned subsidiaries to associates and joint ventures amounted to RMB1.843 billion.

The matters of providing guarantee by the Group have performed corresponding auditing procedures in accordance with relevant laws and regulations, and the Articles of Association, and are in compliance with the relevant regulations with no overdue guarantee.

The Board of the Company (or its delegated person(s)) shall fully understand the operation and credibility of the guaranteed party and carefully analyze the financial status, operation and credit status of the guaranteed party when considering the matter of guarantee, and focus on risk control measures.

LETTER FROM THE BOARD

(3) *The arrangement on transferring the authorisation and the authorisation period*

In order to increase the efficiency in decision-making, the Board proposes to the AGM for authorising the Board to and the Board may sub-authorize other persons to decide on the matters of guarantee which are in line with the above conditions.

The validity period of authorization from the general meeting to the Board and the delegation of such authorization by the Board will be from the date of resolution of AGM to the date of resolution of 2025 annual general meeting.

7. To consider and approve the appointment of certified public accountants for the year 2025

Reference is made to the announcement of the Company dated 29 April 2025 regarding the proposed change of auditors of the Company.

KPMG Huazhen LLP and KPMG have provided audit services to the Company for more than 20 consecutive years. In accordance with the guiding principles of the Administrative Measures for State-owned Enterprises and Listed Companies in relation to the Appointment of Auditors (《國有企業、上市公司選聘會計師事務所管理辦法》) jointly issued by the Ministry of Finance, the State-owned Assets Supervision and Administration Commission of the State Council, and the China Securities Regulatory Commission, the Company proposes to change its auditors for the year 2025, with a view to further enhancing the independence and objectivity of the Company's audit work.

At the sixteenth meeting of the twentieth session of the board of directors held on 29 April 2025, the Resolution on Appointment of the Certified Public Accountants for 2025 was considered and approved. Based on the review and recommendation of the Audit Committee, the Board agreed to appoint Deloitte Touche Tohmatsu Certified Public Accountants LLP and Deloitte Touche Tohmatsu as auditors of the Company for the year 2025. The proposed appointment needs to be submitted to the Company's general meeting of shareholders for consideration and approval.

The Board intends to submit the following to the general meeting of shareholders for consideration:

- (1) to engage Deloitte Touche Tohmatsu Certified Public Accountants LLP to audit the Company's annual financial report for the year 2025 prepared in accordance with the China Accounting Standards for Business Enterprises, to issue an internal control audit report and to review the Company's half-yearly financial report for the year 2025 prepared in accordance with the China Accounting Standards for Business Enterprises;
- (2) to engage Deloitte Touche Tohmatsu to audit the Company's annual financial report for the year 2025 prepared in accordance with the International Financial Reporting Accounting Standards and to review the Company's half-yearly financial report for the year 2025 prepared in accordance with the International Financial Reporting Accounting Standards;

LETTER FROM THE BOARD

- (3) the annual audit remuneration for Deloitte Touche Tohmatsu Certified Public Accountants LLP and Deloitte Touche Tohmatsu for the year 2025 is proposed to be RMB13.88 million (the annual audit remuneration for KPMG for the year 2024 was RMB16.80 million). Such remuneration does not include fees for audit services such as auditing and financing rating support for subsidiaries and associates. Other fees such as taxes and travel expenses shall not be borne by the Company.

The Company has engaged in thorough communication with the predecessor auditors (i.e., KPMG) and the successor auditors (i.e., Deloitte) regarding the change of auditors. All parties have acknowledged the matter and confirmed they have no objection to it. The predecessor auditors and the successor auditors shall conduct communication and coordination in accordance with applicable domestic and overseas regulatory rules and requirements.

The Board and the Audit Committee have confirmed that there is no disagreement and no unresolved issues between the Company and KPMG, and there are no other matters relating to the change of auditors that need to be brought to the attention of the Shareholders and they agree with the reasons for the change of auditors as set out above. KPMG have also confirmed that there are no other matters relating to their retirement that need to be brought to the attention of the Shareholders. The Board would like to express its sincere gratitude to KPMG for their diligence, commitment and fulfillment of the duties required of an auditor during their provision of audit services to the Company, as well as their hard work and satisfying services over the years.

The Board and the Audit Committee, having considered during the review process the qualification, composition and structure of proposed audit teams of Deloitte, their independence from the Company and their objectivity, as well as their records of audit work for companies listed on the Stock Exchange and/or the Shenzhen Stock Exchange and audit fees, believed that Deloitte are able to meet the requirements for auditors from domestic and overseas regulatory authorities, and approved the appointment of Deloitte as the auditors of the Company for 2025.

The appointment of Deloitte by the Company will be submitted to the AGM by way of an ordinary resolution for the Shareholders' consideration and approval. KPMG will retire as auditors of the Company upon the conclusion of the AGM.

8. Connected transaction – receipt of financial assistance from substantial shareholder and provision of asset collateral

THE LOAN AGREEMENT

References are made to (i) the announcement of the Company dated 10 February 2025 in respect of the Previous Loan; (ii) the overseas regulatory announcement of the Company dated 21 February 2025 in respect of the Loan Agreement; and (iii) the announcement of the Company dated 21 May 2025 in relation to the entering into the Supplemental Loan Agreement and the transactions contemplated thereunder, subject to approval by the Independent Shareholders at the AGM.

LETTER FROM THE BOARD

On 21 February 2025 (after trading hours), the Company entered into the Loan Agreement with Shenzhen Metro Group, the substantial Shareholder of the Company, pursuant to which Shenzhen Metro Group agreed to provide the Loan to the Company in an aggregate amount of up to RMB4,200,000,000, and the Group shall provide the Credit Guarantee not exceeding RMB4,200,000,000 in favour of Shenzhen Metro Group.

The principal terms of the Loan Agreement are set out below:

Date:	21 February 2025
Parties:	(a) the Company (as borrower); and (b) Shenzhen Metro Group (as lender).
Maximum principal amount:	RMB4,200,000,000
Term of the Loan:	Three years from the date of first drawdown of the Loan, subject to extension as agreed between the parties in accordance with the Loan Agreement. Any drawdown of the Loan shall not be made later than 14 March 2025.

As of the final permitted drawdown date of the Loan on 14 March 2025, the Company had drawn down the entire Loan amount of RMB4,200,000,000.

LETTER FROM THE BOARD

**Interest rates and
payment:**

Subject to compliance with the applicable laws and regulations, the floating interest rate of the Loan for each drawdown shall be the one-year LPR minus 76 basis points (i.e., LPR-0.76%). As of the final permitted drawdown date of the Loan on 14 March 2025, the applicable interest rate is 2.34%, which will be subject to floating adjustments each quarter throughout the term of the Loan, based on the prevailing one-year LPR minus 0.76% at the respective determination dates. The interest rate is determined on normal commercial terms or better, after arm's length negotiations and with reference to the considerations set out in the paragraphs headed "BASIS FOR DETERMINING THE INTEREST RATE OF THE LOAN AND THE LOAN-TO-VALUE RATIO OF THE ASSET COLLATERAL, AND REASONS FOR AND BENEFITS OF SUPPLEMENTAL LOAN AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREUNDER" of this circular.

Accrued interest shall be payable on a quarterly basis, which is intended to be funded by the Group's internal resources.

Use of proceeds:

The proceeds from the Loan will be used to repay and settle the principal and interests accrued under various debts issued by the Company in the open market. For details, please refer to the section headed "BASIS FOR DETERMINING THE INTEREST RATE OF THE LOAN AND THE LOAN-TO-VALUE RATIO OF THE ASSET COLLATERAL, AND REASONS FOR AND BENEFITS OF SUPPLEMENTAL LOAN AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREUNDER" of this circular.

LETTER FROM THE BOARD

Repayment:

The repayment schedule of the outstanding principal amount of the Loan is set out below:

Repayment time	Repayment amount
Two business days prior to 21 June 2025	0.5% of the Loan drawn
Two business days prior to 21 December 2025	0.5% of the Loan drawn
Two business days prior to 21 June 2026	0.5% of the Loan drawn
Two business days prior to 21 December 2026	0.5% of the Loan drawn
Two business days prior to 21 June 2027	0.5% of the Loan drawn
Two business days prior to 21 December 2027	0.5% of the Loan drawn
Expiry date (which shall not be later than 14 March 2028 unless otherwise agreed by the parties)	97% of the Loan drawn

Conditions precedent:

Any drawdown of the Loan is conditional upon satisfaction of the following requirements:

- (i) the Company has provided the Credit Guarantee and completed the relevant procedures in accordance with the Loan Agreement and the applicable laws and regulations;
- (ii) there is no breach of the Loan Agreement or other agreements entered into between the Company and Shenzhen Metro Group;
- (iii) the evidence provided by the Company to support the use of proceeds of Loan is consistent with the intended use under the Loan Agreement; and
- (iv) the Company has provided all other information as required by Shenzhen Metro Group (which, for the avoidance of doubt, are public information disseminated in accordance with applicable laws and regulations, and hence equally accessible to all Shareholders).

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The aforementioned conditions precedent are not waivable by the parties. As at the Latest Practicable Date, all conditions precedent for the drawdown of the Loan under the Loan Agreement have been satisfied.

Covenants:

The Company shall promptly notify Shenzhen Metro Group upon the occurrence of any of the following circumstances:

- (i) merger, division, capital reduction, equity pledge, major asset and debt transfer, external guarantee, major external investment, substantial increase in debt financing, or other actions being carried out by the Company that may adversely affect the rights and interests of Shenzhen Metro Group;
- (ii) change in the articles of association, business scope, registered capital, or legal representative of the Company;
- (iii) foreclosure, dissolution, liquidation, suspension of business for rectification, revocation of business license, cancellation, or application for (or being applied for) bankruptcy of the Company;
- (iv) the Company being involved in major disputes, litigation, arbitration, or property or collateral being sealed, seized, or supervised by law, or creating new substantial liabilities on the security;
- (v) material breach of other contracts by the Company affecting the Company's repayment ability;
- (vi) shareholders, directors, and current senior management personnel of the Company being suspected of involvement in significant cases or economic disputes;
- (vii) operational difficulties and deterioration in financial conditions; and
- (viii) other significant adverse matters affecting the Company's debt repayment ability.

The Company also covenants the following in favour of Shenzhen Metro Group:

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- (i) withdraw and use the Loan in accordance with the terms and purposes stipulated in the Loan Agreement;
- (ii) the Loan withdrawn not be used for shareholders' dividends, bonuses, fines, investments in financial assets, fixed assets, and equity, inflating fiscal revenue, increasing hidden local government debts, or illegally entering into the real estate market or flowing into the securities market, the futures market, or any other areas or purposes prohibited or restricted by relevant national laws, regulations or regulatory requirements in any form;
- (iii) repay the principal, interest, and other payable amounts of the Loan in accordance with the terms of the Loan Agreement;
- (iv) accept and cooperate with Shenzhen Metro Group in inspecting and supervising the use of the Loan including the purpose by ways of account analysis, certificate inspection and on-site investigation, and periodically report the use of the Loan as required by Shenzhen Metro Group, providing financial accounting information and other information reflecting the Company's debt repayment ability (such as the balance sheet and profit or loss statement which, for the avoidance of doubt, are public information disseminated in accordance with applicable laws and regulations, and hence equally accessible to all Shareholders), and actively assist and cooperate with Shenzhen Metro Group in investigating, understanding, and supervising the Company's production, operation and financial conditions;
- (v) timely, comprehensively, and accurately disclose related party relationships and related transactions to Shenzhen Metro Group;
- (vi) timely sign all notices sent by Shenzhen Metro Group, whether by mail or other means;

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- (vii) not dispose of own assets in a manner that materially reduces debt repayment ability, and not provide guarantees to third parties that may harm Shenzhen Metro Group's interests;
- (viii) periodically submit complete, true, and accurate reports on external guarantees to Shenzhen Metro Group;
- (ix) ensure the repayment order of the Loan is at least equal to the Company's similar debts to other creditors; and
- (x) strengthen the management of environmental, social, and governance risks, and accept Shenzhen Metro Group's supervision and inspection in this regard.

Representations and warranties:

The Loan Agreement contains the following representations and warranties from the Company to Shenzhen Metro Group, which shall remain valid throughout the term of the Loan Agreement:

- (i) the Company possesses the legal qualifications to act as a borrower and has the capacity and ability to execute and perform the Loan Agreement;
- (ii) at the time the Loan Agreement becomes effective, all necessary authorisations or approvals have been obtained, and the execution and performance of the Loan Agreement do not violate the Company's articles of association or relevant laws and regulations, nor do they contradict with obligations under other contracts of the Company;
- (iii) the Company operates in compliance with the law, maintains good credit standing, and has no malicious defaults on principal or interest owed to Shenzhen Metro Group;
- (iv) the Company has a sound organizational structure and financial management system, and no major violations or disciplinary actions have occurred in the course of its production and operations in the past year;

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- (v) all documents and materials provided by the Company to Shenzhen Metro Group are true, accurate, complete, and effective, with no false records, significant omissions, or misleading statements;
- (vi) the accounting reports provided by the Company to Shenzhen Metro Group which, for the avoidance of doubt, are public information disseminated in accordance with applicable laws and regulations, and hence equally accessible to all Shareholders, are prepared in accordance with the PRC accounting standards and accurately, fairly, and completely reflect the Company's operating conditions and liabilities;
- (vii) the Company has not concealed any litigation, arbitration, or claims it is involved in from Shenzhen Metro Group, and there are no ongoing litigation, arbitration, other administrative procedures, or claims that may affect the Company's ability to sign or perform and repay the debts under the Loan Agreement; and
- (viii) the Company has not concealed any matters that have occurred or are occurring that may affect its financial condition and debt repayment ability from Shenzhen Metro Group.

In connection with the Loan Agreement and by entering into the Credit Guarantee, Vanke Investment, Vanke Development and Vanke Apartment agree to provide a joint and several liability guarantee for due performance of all obligations of the Company under the Loan Agreement in favour of Shenzhen Metro Group, for an amount not exceeding RMB4,200,000,000 and a term commencing from its execution date to two years after the Loan's expiry date, which is not later than 14 March 2028 as stipulated in the Loan Agreement.

THE SUPPLEMENTAL LOAN AGREEMENT AND THE ASSET COLLATERAL

On 21 May 2025 (after trading hours), the Company entered into the Supplemental Loan Agreement with Shenzhen Metro Group to supplement and modify the Loan Agreement.

The principal terms of the Supplemental Loan Agreement are set forth below:

LETTER FROM THE BOARD

Date:	21 May 2025
Parties:	(a) the Company (as borrower); and (b) Shenzhen Metro Group (as lender).
Subject matter and consideration:	<p>The Company shall convene General Meeting to consider and approve to provide the Asset Collateral in the form of Share Pledge to serve as security under the Loan Agreement, and after obtaining the Independent Shareholders' approval at the General Meeting within two months of entering into the Supplemental Loan Agreement, the Company shall provide Asset Collateral to Shenzhen Metro Group at a 70% loan-to-value ratio, i.e., with a value not exceeding RMB6,000,000,000.</p> <p>The parties shall enter into a pledge agreement in respect of the Asset Collateral, and the power of Credit Guarantee shall be automatically terminated when the pledge agreement becomes effective and the relevant pledge registration procedures are completed.</p>
Provision of additional security:	<p>The initial security level of the Asset Collateral is determined based on a loan-to-value ratio of 70%, calculated using the following formula:</p> $\text{Loan-to-value ratio} = A / B$ <p>Where:</p> <p>A = the total sum of principal accrued under the Loan; and</p> <p>B = the value of the Asset Collateral, which shall not exceed RMB6,000,000,000.</p> <p>Subsequently, in the event that the ratio of value of pledged shares to balance of Loan is lower than 130% for three consecutive trading days, the Company shall provide additional pledge of same type of stock, other qualified guarantees as agreed by the parties, or repay all or part of the outstanding loan within five (5) business days to address the security shortfall.</p>

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Conditions precedent:

The Asset Collateral in the form of Share Pledge is conditional upon the Company having obtained approval of the Asset Collateral from the Independent Shareholders in accordance with the Listing Rules and other applicable laws, within two (2) months after entering into the Supplemental Loan Agreement.

The aforementioned condition precedent is not waivable by the parties. As at the Latest Practicable Date, the condition precedent for providing Asset Collateral in the form of Share Pledge under the Supplemental Loan Agreement has not been fulfilled.

In the event that the General Meeting not convened or the approval of General Meeting cannot be obtained within the abovementioned stipulated period, the Company shall provide other qualified guarantee acceptable to Shenzhen Metro Group within five (5) business days, or Shenzhen Metro Group may opt for immediate repayment of the principal and accrued interests of the Loan by the Company.

Completion:

The parties agreed to complete the pledge agreement signing and the pledge registration procedures in accordance with applicable laws and regulations within five (5) business days of obtaining the approval of General Meeting.

Early release:

If the Company makes an early repayment of the Loan in advance of the repayment schedule, the parties may partially release the Asset Collateral of corresponding value, to ensure that the loan-to-value ratio remains no less than 70%. Shenzhen Metro Group should actively cooperate with the relevant release procedures, if applicable. Where the principal and accrued interest under the Loan are fully repaid, the pledge registration for the Asset Collateral should be terminated and released within five (5) business days from the date of full repayment.

All other terms and conditions of the Loan Agreement, insofar as they are not modified by the Supplemental Loan Agreement, shall remain in full force and effect.

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Asset Collateral

Pursuant to the Supplemental Loan Agreement, the Company shall provide Asset Collateral to Shenzhen Metro Group at a 70% loan-to-value ratio, i.e., with a value not exceeding RMB6,000,000,000. The pledged collateral shall be Onewo Shares. The Company (as pledgor) and Shenzhen Metro Group (as pledgee) intend to enter into the Share Pledge, upon obtaining the approval of Independent Shareholders, in favour of Shenzhen Metro Group to secure due performance of the Company's obligations as the Asset Collateral.

The number of Onewo Shares to be pledged shall be determined on the date of entering into the Share Pledge and calculated as follows:

$$\text{Number of Onewo Shares to be pledged} = C / D \text{ (Note 1)}$$

Where:

C = the value of the Asset Collateral, which shall not exceed RMB6,000,000,000.

D = the lower of (i) the closing price of Onewo Shares on the date of the entering into the Share Pledge, and (ii) average market price of Onewo Shares traded on the Hong Kong Stock Exchange over the last 30 trading days prior to the date of the entering into the Share Pledge.

Note:

1. Assuming the lower of (i) the closing price of Onewo Shares on the Hong Kong Stock Exchange as at the Latest Practicable Date, which was HK\$20.05 (or equivalent to RMB18.37 based on the exchange rate published by the People's Bank of China as at the Latest Practicable Date), and (ii) the average market price of Onewo Shares traded on the Hong Kong Stock Exchange over the last 30 trading days prior to the Latest Practicable Date, which was HK\$21.20 (or equivalent to RMB19.43 based on the exchange rate published by the People's Bank of China as at the previous trading day before the Latest Practicable Date), i.e. HK\$20.05 or RMB18.37, was adopted for illustration purposes, and considering the Asset Collateral valued at RMB6,000,000,000, the Company shall pledge 326,633,562 Onewo Shares, which accounts for approximately 28.24% of the total issued share capital of Onewo Inc. (excluding 11,560,200 Onewo Shares held as treasury shares and 3,512,200 Onewo Shares repurchased but not yet cancelled) as at the Latest Practicable Date.

Enforcement of security

The Share Pledge is expected to become immediately enforceable and disposable (in whole or in part) by Shenzhen Metro Group in accordance with applicable laws and regulations if the Company fails to fully and timely fulfil its obligations in respect of the Loan. The enforcement measures available for Shenzhen Metro Group may include: (i) selling the collateral to repay the debt under the Loan; (ii) exercising the collateral right by applying to the court for enforcement, thereby disposing of the collateral by discounting or auctioning it to repay the debt under the Loan; (iii) auctioning the collateral or obtaining proceeds

LETTER FROM THE BOARD

in other forms for priority repayment in accordance with law; (iv) receiving priority repayment from dividends by virtue of the collateral; and/or (v) initiating legal proceedings in the People's Court or taking other necessary measures as prescribed by law.

In the event that Shenzhen Metro Group enforces the Share Pledge, which may result in a partial or complete transfer or disposal of the Onewo Shares pledged under the Previous Loan and/or the Loan, to an extent that Onewo Inc. ceasing to be a subsidiary of the Group, the financial results of Onewo Inc. may no longer be consolidated into the financial statements of the Group. Consequently, the Group's property services business may shrink in scale. However, as Onewo Inc.'s assets and revenue accounted for only approximately 3.0% and 10.6% of the Group's total assets and revenue based on their consolidated financial statements as at 31 December 2024 which were audited, the anticipated impact on the operational and financial aspects of the Company would be considered to be limited in such regard.

In addition, to reduce the enforcement risk as illustrated above, the Company will make every effort to ensure the timely and full repayment of the principal and interests accrued under the Loan through its regular operations or various financing channels. Pursuant to the Loan Agreement, the Company may also apply for an extension of the Loan with Shenzhen Metro Group, subject to the latter's review and approval. In the event of an extension, the Company shall re-comply with the reporting, announcement and/or Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules as and when required. Accordingly, the risk associated with the enforcement of the pledged Onewo Shares by Shenzhen Metro Group is considered to be controllable. Based on the above and the considerations set out in the section headed "BASIS FOR DETERMINING THE INTEREST RATE OF THE LOAN AND THE LOAN-TO-VALUE RATIO OF THE ASSET COLLATERAL, AND REASONS FOR AND BENEFITS OF SUPPLEMENTAL LOAN AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREUNDER", the Directors considered that the Asset Collateral in the form of Share Pledge is fair and reasonable and in the interest of the Company and the Shareholders as a whole.

The enforcement of the Share Pledge will not be restricted by the Takeovers Code. In the event that the mandatory offer obligation under Rule 26 of the Takeovers Code is triggered by enforcement of the Share Pledge by Shenzhen Metro Group, the parties will comply with the Takeovers Code and its implications upon exercising such enforcement right as and when required.

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***BASIS FOR DETERMINING THE INTEREST RATE OF THE LOAN AND
THE LOAN-TO-VALUE RATIO OF THE ASSET COLLATERAL, AND
REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL LOAN
AGREEMENT AND TRANSACTIONS CONTEMPLATED THEREUNDER***

The proceeds from the Loan would be used to repay and settle the principal and interests accrued under various debts issued by the Company in the open market. The public bonds issued by the Company which were or will be due for repayment shortly as at the date of entering into the Loan Agreement, towards which the Company has already utilised and applied the drawn-down Loan pursuant to the Loan Agreement as of the final permitted drawdown date of 14 March 2025, are set out in the following table:

Name of bonds	Abbreviation of bonds	Maturity date/ redemption date	Outstanding principal and interest (RMB billion)
China Vanke Co., Ltd. medium-term notes in 2022 (second tranche)	22 Vanke MTN002	16 February 2025	3.089
China Vanke Co., Ltd. medium-term notes in 2022 (third tranche)	22 Vanke MTN003	25 February 2025	2.060
China Vanke Co., Ltd. 2022 corporate bonds to professional investors in public (first tranche) (variety I)	22 Vanke 01	4 March 2025	0.918
China Vanke Co., Ltd. 2020 corporate bonds to professional investors in public (first tranche) (variety II)	20 Vanke 02	16 March 2025 ⁽¹⁾	1.034
China Vanke Co., Ltd. 2020 corporate bonds to professional investors in public (second tranche) (variety II)	20 Vanke 04	19 May 2025 ⁽¹⁾	1.552
China Vanke Co., Ltd. 2022 corporate bonds to professional investors in public (second tranche) (variety I)	22 Vanke 03	6 June 2025 ⁽²⁾	0.36
China Vanke Co., Ltd. 2020 corporate bonds to professional investors in public (third tranche) (variety II)	20 Vanke 06	19 June 2025 ⁽¹⁾	1.247

LETTER FROM THE BOARD

Notes:

1. These bonds carry a redemption option for the Company exercisable at the end of the fifth year.
2. These bonds carry a redemption option for the Company exercisable at the end of the third year.

The Company shall arrange for the utilisation of the Loan to partially settle the principals and interests accrued under aforesaid bonds based on actual funding needs.

Currently, the Company has provided Credit Guarantee for the Loan as a security measure. To ensure that the Loan is adequately secured with asset and reduce its financial risk, Shenzhen Metro Group has entered into the Supplemental Loan Agreement with the Company to replace the Credit Guarantee with the Asset Collateral after the Company obtains the requisite approval from Independent Shareholders for the Supplemental Loan Agreement and the transactions contemplated thereunder, including the provision of Asset Collateral in the form of the Share Pledge.

The Company considered that obtaining the Loan by entering into the Loan Agreement and the Supplemental Loan Agreement would be the most effective way to raise funds for the Group. In addition, the interest rate of the Loan and the initial loan-to-value ratio of the Asset Collateral were determined through amicable negotiations between the parties at a level acceptable and mutually beneficial to both the Company and Shenzhen Metro Group, taking into account the prevailing market rates and standards as detailed below.

The interest rate of LPR minus 0.76% (i.e., 2.34% as at the final permitted drawdown date of the Loan on 14 March 2025) under the Loan Agreement was considered comparable to or better than the prevailing market rates, taking into account: (i) the LPR (i.e., 3.10% as at the final permitted drawdown date of the Loan on 14 March 2025); and (ii) the comprehensive cost of newly acquired domestic financing by the Group in the first half of 2024 at 3.60%, as disclosed in the 2024 interim report of the Company, which is a weighted average cost calculated using the scale of each relevant financing transaction during this period as the weighting factor. It serves as a benchmark for market standard as the vast majority of the Group's newly acquired domestic financing in the first half of 2024 originated from banks, with the financing cost primarily determined based on the LPR at the time of drawdown, plus additional fixed margins that varied among different financing transactions.

The initial loan-to-value ratio of the Asset Collateral at 70% was also considered comparable to or better than the prevailing market standard, which generally ranges from 30% to 60%, determined with reference to the loan-to-value ratio of interest bearing debts incurred by no less than five companies listed on the Hong Kong Stock Exchange that are principally engaged in property

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development in the PRC and have market capitalization and revenue percentages from property sale and related services comparable to those of the Group, on a non-exhaustive basis, during the financial year ended 31 December 2023.

As such, the interest rate under the Loan Agreement and the loan-to-value ratio of the Asset Collateral, while adhering to market-oriented principles, are at least comparable to, or even more favorable than, the terms and rates obtained from the market. This fully reflects Shenzhen Metro Group's support for the Company. Based on the above, the Directors considered that the interest rate under the Loan Agreement and the loan-to-value ratio of the Asset Collateral are fair and reasonable and in the interest of the Company and the Shareholders as a whole.

INFORMATION OF THE PARTIES

1. Information on the Group

The Company is a joint stock limited company incorporated in the PRC on 30 May 1984, and its H shares are listed on the Main Board of Hong Kong Stock Exchange and its A shares are listed on the Shenzhen Stock Exchange. The Company is principally engaged in property development and property investment in the PRC.

Vanke Investment is a limited liability company incorporated under the laws of the PRC and is a wholly-owned subsidiary of the Company, whose principal businesses are investment management, industrial investment, real estate comprehensive development and operation, and the provision of consultancy services for relevant technologies.

Vanke Development is a limited company established in the PRC and a wholly-owned subsidiary of the Company, whose principal businesses are property development and property investment in the PRC.

Vanke Apartment is a limited company established in the PRC and a wholly-owned subsidiary of the Company, whose principal business is general business services.

2. Information on Shenzhen Metro Group

Shenzhen Metro Group, incorporated on 31 July 1998, is a large-scale state-owned proprietary enterprise under the direct control of the Shenzhen State-owned Assets Supervision and Administration Commission. Shenzhen Metro Group is principally engaged in metro constructions, rail operations, property development, commercial operations, property management, engineering investigations and design, etc. Shenzhen Metro Group has undertaken the construction of the "Combination of Three Rails into One" ("三鐵合一") project, combining national railways, intercity railways and urban rail transit, and the operation of the "four-in-one" ("四位一體") core value chain consisting of railway

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construction, railway operation, station-city development and resource management, and is striving to build up an open, innovative and inclusive “Railway+” ecosystem.

3. *Information on Onewo Inc.*

Onewo Inc., a joint stock company incorporated under the laws of the PRC with limited liability and the H shares of which are listed on the Main Board of the Hong Kong Stock Exchange, is a leading omni-space service provider in the PRC, with a well-established business system across community, commercial and urban spaces. It provides space technology services for a diverse array of properties such as residential communities, workspaces and public premises, and a broad customer base covering property owners, corporate and other institutional clients. Onewo Inc.’s group is principally engaged in the provision of property services in the PRC.

As at the Latest Practicable Date, the Group is entitled to control the voting rights of 660,602,000 Onewo Shares, representing approximately 57.12% of the total issued share capital of Onewo Inc. (excluding 11,560,200 Onewo Shares held as treasury shares and 3,512,200 Onewo Shares repurchased but not yet cancelled), and thus the Company is the Controlling Shareholder of Onewo Inc.

The total assets and net asset value of Onewo Inc. as at 31 December 2022, 31 December 2023 and 31 December 2024 were as follows:

Unit: RMB thousand

	As at 31 December 2022 (audited)	As at 31 December 2023 (audited)	As at 31 December 2024 (audited)
Total assets	36,962,985	39,383,117	38,608,225
Net asset value	17,001,504	18,220,241	17,159,751

The net profit (before and after tax) of Onewo Inc. for the three years ended 31 December 2024 were as follows:

Unit: RMB thousand

	For the year ended 31 December 2022 (audited)	For the year ended 31 December 2023 (audited)	For the year ended 31 December 2024 (audited)
Net profit (before tax)	2,020,773	2,657,821	1,696,036
Net profit (after tax)	1,587,252	2,035,829	1,256,028

LETTER FROM THE BOARD

IMPLICATIONS UNDER THE LISTING RULES

As at the Latest Practicable Date, Shenzhen Metro Group is a substantial Shareholder holding approximately 27.18% of the total issued share capital of the Company, and hence a connected person of the Company pursuant to Chapter 14A of the Listing Rules. Therefore, the Supplemental Loan Agreement and transactions contemplated thereunder (including the provision of the Asset collateral in the form of the Share Pledge) constitute a connected transaction of the Company.

As one of the applicable percentage ratios in respect of the Asset Collateral, individually or in aggregate with the Previous Loan, exceeds 5%, the Supplemental Loan Agreement and transactions contemplated thereunder (including the provision of the Asset collateral in the form of the Share Pledge) constitute a connected transaction of the Company and are subject to the reporting, announcement, circular (including independent financial advice) and Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

The related Directors, namely Mr. XIN Jie, Mr. HUANG Liping and Mr. LEI Jiangsong, have abstained from voting on the Board resolution in respect of this matter. Save for the aforesaid, none of the other Directors has any material interest in this matter, and no Director is required to abstain from voting on this resolution.

An Independent Board Committee has been established to advise the Independent Shareholders as to whether the terms of the transactions contemplated under the Supplemental Loan Agreement (including the provision of the Asset collateral in the form of the Share Pledge) are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business and whether they are in the interests of the Company and its Shareholders as a whole. The Independent Financial Advisor has been appointed to advise the Independent Board Committee and the Independent Shareholders as to whether or not the terms of the Supplemental Loan Agreement are fair and reasonable, on normal commercial terms, in the ordinary and usual course of business so far as the Independent Shareholders are concerned and are in the interest of the Company and its Shareholders as a whole.

9. To consider and approve the resolution in relation to the general mandate to issue additional H Shares

Pursuant to the requirements of Rule 13.36 of the Listing Rules (as amended from time to time), a special resolution will be proposed to the AGM to approve the granting of a general mandate to the Board and to authorise the Board to decide to, subject to market conditions and the needs of the Company, individually or separately issue, allot and/or deal with new shares not exceeding 20% of the amount of the overseas listed foreign shares (H Shares, excluding treasury Shares, if any, according to the Listing Rules) (including but not limited to options such as warrants, convertible bonds and

LETTER FROM THE BOARD

other securities which carry rights to subscribe for or are convertible into H Shares) in issue as at the date of the passing of such resolution by the AGM, and make or grant offers, agreements, options and rights of share exchange or conversion which might require the exercise of such powers. Details of the resolution were set out in the Appendix II of this circular.

10. To consider and approve the resolution on amendments to the Articles of Association

A special resolution will be proposed at the AGM to approve the amendments to the Articles of Association. Details of the resolution were set out in the Appendix III of this circular.

The proposed amendments to the Articles of Associations are made to, among other things: (i) reflect the amendments to the relevant laws and regulations of the PRC, including the Company Law of the PRC and the Guidelines on the Articles of Association of Listed Companies (Revised in 2025) (《上市公司章程指引(2025年修訂)》), and to the Listing Rules; (ii) abolish its Supervisory Committee; and (iii) make other corresponding amendments based on the following actual conditions of the Company.

The Board proposes that the AGM authorize the Company's management or its authorized representatives to handle matters related to the filing of the amended Articles of Association and other relevant procedures.

Upon the approval of the amendments to the Articles of Association by the AGM, the Company will abolish the establishment of the Supervisory Committee, and the Rules of Procedure for the Supervisory Committee of China Vanke Co., Ltd. shall be repealed simultaneously.

11. To consider and approve the resolution on amendments to the Procedural Rules for the General Meeting

A special resolution will be proposed at the AGM to approve the amendments to the Procedural Rules for the General Meeting. Details of the resolution were set out in the Appendix IV of this circular.

In accordance with the existing relevant laws and regulations, rules of the stock exchange and normative documents, etc. regarding the general meeting, and in conjunction with the proposed amendments to the Articles of Association, the AGM is hereby requested to consider amendments to the Procedural Rules for the General Meeting.

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12. To consider and approve the resolution on amendments to the Procedural Rules for the Board of Directors

A special resolution will be proposed at the AGM to approve the amendments to the Procedural Rules for the Board of Directors. Details of the resolution were set out in the Appendix V of this circular.

In accordance with the existing relevant laws and regulations, rules of the stock exchange and normative documents, etc. regarding the Board, and in conjunction with the proposed amendments to the Articles of Association, the AGM is hereby requested to consider amendments to the Procedural Rules for the Board of Directors.

THE AGM

The AGM will be convened at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC starting from 3 p.m. on Friday, 27 June 2025 to consider and if thought fit, to approve the resolutions set forth in the notice of the AGM.

The notice and the proxy form of the AGM have been published on the website of the Hong Kong Stock Exchange (www.hkexnews.hk) and despatched to the Shareholders on Friday, 6 June 2025.

For those who intend to appoint a proxy to attend the AGM, please complete the proxy form of the AGM and return the same in accordance with the instructions printed thereon. To be valid, for holders of A Shares, the proxy form of the AGM, together with the notarised power of attorney or other document of authorisation (if any), must be delivered to the Company's office of the Board at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC not less than 24 hours before the time appointed for the holding of the AGM or any adjournment thereof; for holders of H Shares, the proxy form of the AGM must be delivered to the Company's H Shares Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 24 hours before the time appointed for the AGM or any adjournment thereof. Completion and return of the proxy form of the AGM will not preclude you from attending and voting in person at the AGM or any adjourned meeting should you so wish.

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For holders of H Shares who intend to attend the AGM, the shares and the registration documents must be delivered to the Company's H Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong no later than 4:30 p.m. on Monday, 23 June 2025. The holders of H Shares whose names appear on the H Shares register of members of the Company on Monday, 23 June 2025 are entitled to attend and vote in respect of the resolutions to be proposed at the AGM.

VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of the Shareholders at the AGM must be taken by poll except where the chairman of the AGM, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands.

In accordance with the Listing Rules, any Shareholders who has a material interest in the Supplemental Loan Agreement and the transactions contemplated thereunder shall abstain from voting on the resolutions to approve the Supplemental Loan Agreement and the transactions contemplated thereunder at the AGM. As at the Latest Practicable Date, 3,242,810,791 A Shares were directly held by Shenzhen Metro Group, representing approximately 27.18% of the total issued share capital of the Company. Accordingly, Shenzhen Metro Group will be required to abstain from voting on the relevant resolutions at the AGM.

Save as disclosed above, to the best of knowledge, information and belief of the Directors, having made all reasonable enquiries, no other Shareholder has a material interest in the transactions and will be required to abstain from voting on the relevant resolutions to approve the Supplemental Loan Agreement and the transactions contemplated thereunder at the AGM.

RECOMMENDATION

The Directors (including the Independent Non-executive Directors) consider that the resolutions 1 to 7 and resolutions 9 to 12 set forth in the notice of the AGM are in the best interests of the Company and its Shareholders as a whole. The Directors (including the Independent Board Committee whose view is set out in the letter from the Independent Board Committee on page 33 of this circular) also consider that the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge) in Resolution 8 are fair and reasonable, and in the interest of the Company and its Shareholders as a whole. As such, the Directors (including the Independent Non-executive Directors) recommend the Shareholders to vote in favour of the resolutions set forth therein.

RESPONSIBILITY STATEMENT

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

LETTER FROM THE BOARD

In the event of discrepancies between the English and Chinese versions of this circular, the Chinese version shall prevail.

**The Board of Directors
China Vanke Co., Ltd.***

* *For identification purpose only*

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

vanke

CHINA VANKE CO., LTD.*

萬科企業股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock code: 2202)

6 June 2025

To the Independent Shareholders

Dear Sir or Madam,

CONNECTED TRANSACTION – RECEIPT OF FINANCIAL ASSISTANCE FROM SUBSTANTIAL SHAREHOLDER AND PROVISION OF ASSET COLLATERAL

We refer to the circular of the Company dated 6 June 2025 in relation to Supplemental Loan Agreement and the transactions contemplated thereunder (the “**Circular**”) of which this letter forms part. Terms defined in the Circular shall have the same meanings in this letter unless the context otherwise requires.

We have been appointed by the Board to advise the Independent Shareholders as to whether the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge) are entered into on normal commercial terms or better, are fair and reasonable, in the ordinary and usual course of business and in the interests of the Company and the Shareholders as a whole.

Having considered the terms of the Supplemental Loan Agreement and the advice of the Independent Financial Adviser, despite the entering into Supplemental Loan Agreement is not in the ordinary and usual course of business of the Group, we are of the opinion that the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge) are entered into on normal commercial terms, are fair and reasonable and in the interests of the Company and the Shareholders as a whole. We therefore recommend the Independent Shareholders to vote in favor of the relevant resolutions to be proposed at the EGM to approve the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge).

Yours faithfully,
For and on behalf of the Independent Board Committee

Mr. LIU
Tsz Bun Bennett
Independent
non-executive
Director

Mr. LIM
Ming Yan
Independent
non-executive
Director

Dr. SHUM
Heung Yeung Harry
Independent
non-executive
Director

Mr. ZHANG
Yichen
Independent
non-executive
Director

* For identification purposes only

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER



801-805, 8/F, Nan Fung Tower,
88 Connaught Road Central,
Hong Kong

6 June 2025

To the Independent Board Committee and the Independent Shareholders

Dear Sirs,

**CONNECTED TRANSACTION
RECEIPT OF FINANCIAL ASSISTANCE FROM SUBSTANTIAL
SHAREHOLDER
AND
PROVISION OF ASSET COLLATERAL**

INTRODUCTION

We refer to our engagement to advise the Independent Board Committee and the Independent Shareholders in respect of the terms of the Supplemental Loan Agreement (including the provision of the Asset Collateral in the form of the Share Pledge), particulars of which are set out in the letter from the Board (the “**Letter from the Board**”) of the circular to the Shareholders dated 6 June 2025 (the “**Circular**”) and in which this letter is reproduced. Unless the context requires otherwise, capitalized terms used in this letter shall have the same meanings as given to them under the definitions section of the Circular.

As set out in the Letter from the Board, the Company announced:

- (i) on 21 February 2025 (after trading hours), the Company entered into the Loan Agreement with Shenzhen Metro Group, the substantial Shareholder of the Company, pursuant to which Shenzhen Metro Group agreed to provide the Loan to the Company in an aggregate amount of up to RMB4,200,000,000, and the Group shall provide the Credit Guarantee not exceeding RMB4,200,000,000 in favour of Shenzhen Metro Group; and
- (ii) on 21 May 2025 (after trading hours), the Company entered into the Supplemental Loan Agreement with Shenzhen Metro Group, pursuant to which the Company shall provide the Asset Collateral (in the form of stock) to Shenzhen Metro Group at a no less than 70% loan-to-value ratio, i.e., with a value not exceeding RMB6,000,000,000, to serve as security under the Supplemental Loan Agreement.

As at the Latest Practicable Date, Shenzhen Metro Group is a substantial Shareholder holding approximately 27.18% of the total issued share capital of the Company, and hence a connected person of the Company pursuant to Chapter 14A of the Listing Rules. Therefore, the Supplemental Loan Agreement and transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge) constitute a connected transaction of the Company.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee comprising all of the independent non-executive Directors namely Mr. LIU Tsz Bun Bennett, Mr. LIM Ming Yan, Dr. SHUM Heung Yeung Harry and Mr. ZHANG Yichen has been formed to advise the Independent Shareholders in respect of the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge). We, Octal Capital Limited, have been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

As at the Latest Practicable Date, we are not connected with the Group or Shenzhen Metro Group or where applicable, any of their respective substantial shareholders, directors or chief executives, or any of their respective subsidiaries or associates and do not have any shareholding, directly or indirectly, in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group. During the last two years, there has been no other engagement entered into between the Company and us. We are therefore considered suitable to give independent advice to the Independent Board Committee and the Independent Shareholders.

Apart from normal professional fees payable to us by the Company in connection with this appointment, no arrangement exists whereby we will receive any fees or benefits from the Company or the directors, chief executive and substantial shareholders of the Company or Shenzhen Metro Group or any of their respective subsidiaries or associates that could reasonably be regarded as relevant to our independence. Accordingly, we consider that we are independent to act as the Independent Financial Adviser pursuant to Rule 13.84 of the Listing Rules.

In formulating our opinion, we have relied on the accuracy of the information and representations contained in the Circular and have assumed that all information and representations made or referred to in the Circular were true at the time they were made and continue to be true as at the Latest Practicable Date. We have also relied on our discussion with the management of the Company regarding the Group, including the information and representations contained in the Circular. We have also assumed that all statements of belief, opinion and intention made by the Directors and management of the Company in the Circular were reasonably made after due enquiry. We consider that we have reviewed sufficient information to reach an informed view, to justify our reliance on the accuracy of the information contained in the Circular and to provide a reasonable basis for our advice, among other things, (i) the Loan Agreement, the Supplemental Loan Agreement and the Share Pledge; (ii) the overseas regulatory announcement of the Company dated 21 February 2025 in respect of the Loan Agreement; (iii) the annual report of the Company for the two years ended 31 December 2023 and 2024 (the “**2023 Annual Report**” and the “**2024 Annual Report**”, respectively); (iv) the financial information of Onewo Inc.; and (v) our review of the relevant public information. We have no reason to suspect that any material facts have been omitted or withheld from the information contained or opinions expressed in the Circular nor to doubt the truth, accuracy and completeness of the information and representations provided to us by the Directors and management of the Company. We have not, however, conducted an independent in-depth investigation into the business and affairs of the Group or Shenzhen Metro Group or Onewo Inc. and their respective controlling shareholder(s) and associates nor have we carried out any independent verification of the information supplied.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion regarding the Supplemental Loan Agreement (including the provision of the Asset Collateral in the form of the Share Pledge), we have considered the following principal factors and reasons:

1. Background of the transactions

On 10 February 2025 (after trading hours), the Company entered into the loan agreement with Shenzhen Metro Group, pursuant to which Shenzhen Metro Group agreed to provide a loan to the Company in an aggregate amount of up to RMB2,800,000,000, and the Company shall provide an asset collateral with a value not exceeding RMB4,000,000,000 in favor of Shenzhen Metro Group, serving as security. On the same day (after trading hours), both parties further entered into a share pledge in respect of a total of 211,530,417 Onewo Shares held by the Company.

On 21 February 2025 (after trading hours), the Company entered into the Loan Agreement with Shenzhen Metro Group, the substantial Shareholder of the Company, pursuant to which Shenzhen Metro Group agreed to provide the Loan to the Company in an aggregate amount of up to RMB4,200,000,000, and the Group shall provide the Credit Guarantee not exceeding RMB4,200,000,000 in favour of Shenzhen Metro Group. Any drawdown of the Loan shall not be later than 14 March 2025.

On 29 April 2025 (after trading hours), the Company entered into another loan agreement with Shenzhen Metro Group, pursuant to which Shenzhen Metro Group agreed to provide a loan to the Company in an aggregate amount of up to RMB3,300,000,000, at a floating interest rate of the one-year LPR minus 76 basis points (being 2.34% as in the announcement), and with maturity of three years subject to extension as agreed between the parties.

On 14 May 2025 (after trading hours), the Company entered into another loan agreement with Shenzhen Metro Group, pursuant to which Shenzhen Metro Group agreed to provide a loan to the Company in an aggregate amount of up to RMB1,522,000,000, at a floating interest rate of the one-year LPR minus 76 basis points (being 2.34% as in the announcement), and with maturity of three years subject to extension as agreed between the parties.

As at the Latest Practicable Date, the total loan provided by Shenzhen Metro Group under the above-mentioned agreements amounted to approximately RMB11.8 billion, of which approximately RMB11.7 billion had been drawn down by the Company.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

2. General information of the parties

The Company

The Company is a joint stock limited company incorporated in the PRC on 30 May 1984, and its H shares are listed on the Main Board of Hong Kong Stock Exchange and its A shares are listed on the Shenzhen Stock Exchange. The Company is principally engaged in property development and property investment in the PRC.

Shenzhen Metro Group

Shenzhen Metro Group, incorporated on 31 July 1998, is a large-scale state-owned proprietary enterprise under the direct control of the Shenzhen State-owned Assets Supervision and Administration Commission. Shenzhen Metro Group is principally engaged in metro constructions, rail operations, property development, commercial operations, property management, engineering investigations and design, etc.. Shenzhen Metro Group has undertaken the construction of the “Combination of Three Rails into One” (“三鐵合一”) project, combining national railways, intercity railways and urban rail transit, and the operation of the “four-in-one” (“四位一體”) core value chain consisting of railway construction, railway operation, station-city development and resource management, and is striving to build up an open, innovative and inclusive “Railway+” ecosystem.

Onewo Inc.

Onewo Inc., a joint stock company incorporated under the laws of the PRC with limited liability and the H shares of which are listed on the Main Board of the Hong Kong Stock Exchange, is a leading omni-space service provider in the PRC, with a well-established business system across community, commercial and urban spaces. It provides space technology services for a diverse array of properties such as residential communities, workspaces and public premises, and a broad customer base covering property owners, corporate and other institutional clients. Onewo Inc.’s group is principally engaged in the provision of property services in the PRC.

As at the Latest Practicable Date, the Group is entitled to control the voting rights of 660,602,000 Onewo Shares, representing approximately 57.12% of the total issued share capital of Onewo Inc. (excluding 11,560,200 Onewo Shares held as treasury shares and 3,512,200 Onewo Shares repurchased but not yet cancelled), and thus the Company is the Controlling Shareholder of Onewo Inc.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

The total assets and net asset value of Onewo Inc. as at 31 December 2022, 31 December 2023 and 31 December 2024 were as follows:

	As at 31 December 2024 (Audited) RMB'000	As at 31 December 2023 (Audited) RMB'000	As at 31 December 2022 (Audited) RMB'000
Total assets	38,608,225	39,383,117	36,962,985
Net asset value	17,159,751	18,220,241	17,001,504

The net profit (before and after tax) of Onewo Inc. for the three years ended 31 December 2022, 31 December 2023 and 31 December 2024 (“FY2022”, “FY2023” and “FY2024”, respectively) were as follows:

	FY2024 (Audited) RMB'000	FY2023 (Audited) RMB'000	FY2022 (Audited) RMB'000
Net profit (before tax)	1,696,036	2,657,821	2,020,773
Net profit (after tax)	1,256,028	2,035,829	1,587,252

The financial performance and position of Onewo Inc. are consolidated into the Company.

Financial information of the Group

Review of financial performance of the Group

The table below sets out the audited financial information of the Group for FY2022, FY2023 and FY2024 extracted from the 2023 Annual Report and the 2024 Annual Report, respectively.

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	FY2024 (Audited) <i>RMB'000</i>	FY2023 (Audited) <i>RMB'000</i>	FY2022 (Audited) <i>RMB'000</i>
Revenue	343,176,441	465,739,077	503,838,367
Gross profit	27,842,348	67,448,208	98,053,664
Gross margin	8.1%	14.5%	19.5%
Selling and administrative expenses	(20,478,690)	(22,398,842)	(26,471,400)
Finance costs	(6,656,518)	(4,843,698)	(4,905,644)
Other (expenses) or income, net	<u>(32,165,337)</u>	<u>4,764,508</u>	<u>6,741,206</u>
(Loss)/profit before tax	(31,458,197)	44,970,176	73,417,826
Income tax expense	<u>(17,245,737)</u>	<u>(24,514,618)</u>	<u>(35,805,267)</u>
(Loss)/profit for the year	<u><u>(48,703,934)</u></u>	<u><u>20,455,558</u></u>	<u><u>37,612,559</u></u>

FY2023 vs FY2022

According to the 2023 Annual Report, the contracted property sales area and property sales amount of the Group declined by approximately 6.2% and 9.8%, respectively, during FY2023. This reduction aligned with the nationwide property market downturn, as evidenced by National Bureau of Statistics data showing that the sales area of commercial housing decreased by 8.5% to 1.12 million square meters, while sales amount declined by 6.5% to RMB11.7 trillion in 2023.

The Group's revenue decreased by approximately 7.6% from approximately RMB503.8 billion for FY2022 to approximately RMB465.7 billion for FY2023. The decrease was mainly due to the decrease in revenue from the sales of properties and related services by approximately 9.2% for FY2023.

The Group's gross profit decreased from approximately RMB98.1 billion for FY2022 to approximately RMB67.4 billion for FY2023. Overall gross profit margin decreased from approximately 19.5% for FY2022 to approximately 14.5% for FY2023. The decrease was mainly due to the higher land costs in relation to the revenue from the sales of properties recognised during FY2023.

Selling and administrative expenses of the Group decreased by approximately 15.4% from approximately RMB26.5 billion for FY2022 to approximately RMB22.4 billion for FY2023. The decrease was mainly due to reduced administrative expenses under the implementation of cost control measures and improved operational efficiency during FY2023.

Finance costs of the Group remained stable at approximately RMB4.8 billion for FY2023, as compared to approximately RMB4.9 billion for FY2022.

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Other net income of the Group decreased by approximately 29.3% from approximately RMB6.7 billion for FY2022 to approximately RMB4.8 billion for FY2023. The decrease was mainly due to (i) reduction in net gain on disposals of subsidiaries, joint ventures and associates by approximately RMB2.5 billion as compared to FY2022; and (ii) the decrease in interest income from approximately RMB3.6 billion for FY2022 to approximately RMB3.0 billion for FY2023.

Based on the above discussion, the Group's profit for the year decreased by approximately 45.6% from approximately RMB37.6 billion for FY2022 to approximately RMB20.5 billion for FY2023.

FY2024 vs FY2023

According to the 2024 Annual Report, the sales area of residential housing declined across the PRC. According to data from National Bureau of Statistics, the sales area of residential housing in the PRC for the year 2024 was approximately 974 million square meters, representing a decrease of approximately 12.9% as compared to that for the last year, while the sales amount was approximately RMB9.68 trillion, representing a decrease of 17.1% as compared to that for the last year.

The Group's revenue decreased by approximately 26.3% from approximately RMB465.7 billion for FY2023 to approximately RMB343.2 billion for FY2024. The decrease was due to the significant decrease in the settlement scale and gross profit margin of the development business.

The Group's gross profit decreased from approximately RMB67.4 billion for FY2023 to approximately RMB27.8 billion for FY2024. Overall gross profit margin decreased from approximately 14.5% for FY2023 to approximately 8.1% for FY2024. The decrease was due to higher land costs in relation to the revenue from the sales of properties recognised during FY2024.

Selling and administrative expenses of the Group decreased by approximately 8.6% from approximately RMB22.4 billion for FY2023 to approximately RMB20.5 billion for FY2024. The decrease was mainly due to the Group's continued cost optimisation initiatives and streamlined operations during FY2024.

Finance costs of the Group increased by approximately 37.4% to approximately RMB6.7 billion for FY2024 (FY2023: RMB4.8 billion). The increase was primarily attributable to the decrease in interest expenses that can be capitalized as a result of the decrease in the property development scale of the Group.

The Group recorded other net expenses of approximately RMB32.2 billion for FY2024, as compared to other net income of approximately RMB4.8 billion for FY2023. The decrease was mainly due to (i) significant increase in impairment loss on other receivables by approximately RMB25.7 billion; and (ii) reduce in net gains from the disposal of certain assets by approximately RMB2.5 billion.

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Based on the above discussion, the Group recorded a loss for the year of approximately RMB48.7 billion for FY2024, compared to a profit for the year of approximately RMB20.5 billion for FY2023.

Review of financial position of the Group

Major items of the audited consolidated financial position of the Group as at 31 December 2023 and 31 December 2024 extracted from the 2024 Annual Report are summarised in the following table:

	As at	
	31 December 2024	31 December 2023
	(Audited)	(Audited)
	<i>RMB'000</i>	<i>RMB'000</i>
Non-current assets	368,747,782	354,590,110
Cash and cash equivalents	84,009,392	96,942,577
Other current assets	<u>833,502,686</u>	<u>1,053,339,477</u>
Current assets	917,512,078	1,150,282,054
Bank loans, borrowings from financial institutions and bonds payables	202,999,341	257,635,159
Other non-current liabilities	<u>25,344,039</u>	<u>22,518,216</u>
Non-current liabilities	228,343,380	280,153,375
Bank loans, borrowings from financial institutions and bonds payables	160,130,688	64,030,858
Other current liabilities	<u>558,931,129</u>	<u>757,754,400</u>
Current liabilities	719,061,817	821,785,258
Total assets	1,286,259,860	1,504,872,164
Total liabilities	947,405,197	1,101,938,633
Total equity	338,854,663	402,933,531
Total bank loans, borrowings from financial institutions and bonds payables	363,130,029	321,666,017
Gearing ratio <i>Note 1</i>	28.2%	21.4%

Notes:

1: Gearing ratio represents total bank loans, borrowings from financial institutions and bonds payables divided by total assets.

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The total assets of the Group decreased from approximately RMB1,504.9 billion as at 31 December 2023 to approximately RMB1,286.3 billion as at 31 December 2024. The decrease in total assets of approximately RMB218.6 billion was primarily attributable to reduction in inventories and other contract costs by approximately RMB183.8 billion.

Cash and cash equivalents of the Group decreased from approximately RMB96.9 billion as at 31 December 2023 to RMB84.0 billion as at 31 December 2024, representing a decrease of approximately RMB12.9 billion. The reduction in cash and cash equivalents was mainly due to the net cash used in financing activities amounting to approximately RMB27.7 billion during FY2024.

The total liabilities of the Group decreased from approximately RMB1,101.9 billion as at 31 December 2023 to approximately RMB947.4 billion as at 31 December 2024. The decrease in total liabilities was mainly attributable to the reduction in trade and other payables and contract liabilities during FY2024.

The Group's total loans and borrowings amounted to approximately RMB363.1 billion as at 31 December 2024, representing an increase of approximately RMB41.4 billion as compared to approximately RMB321.7 billion as at 31 December 2023. The Group's current portion of bank loans, borrowings from financial institutions and bonds payables increased from RMB64.0 billion as at 31 December 2023 to RMB160.1 billion as at 31 December 2024, representing an increase of RMB96.1 billion.

The Group's net assets position was approximately RMB338.9 billion as at 31 December 2024, representing a decrease of approximately RMB64.0 billion from RMB402.9 billion as at 31 December 2023. The gearing ratio of the Group increased from approximately 21.4% as at 31 December 2023 to approximately 28.2% as at 31 December 2024.

3. Reasons for and benefits of the Supplemental Loan Agreement and transactions to be contemplated thereunder

As discussed before, the Group's total loans and borrowings increased by approximately RMB41.4 billion to approximately RMB363.1 billion as at 31 December 2024, of which, approximately RMB118.3 billion will be due within one year from 31 December 2024. Since the Group has approximately RMB84.0 billion of cash and cash equivalents as at 31 December 2024, the increase in short term loans and borrowings have increased the cashflow pressure of the Group. As disclosed in the Letter from the Board, the public bonds issued by the Company in the aggregate amount of RMB10.26 billion were or will be due for repayment shortly as at the date of entering into the Loan Agreement. Thus, we are of the view that the Group has an urgent need for new funding in the open market and the Loan provided by Shenzhen Metro Group, being the substantial Shareholder, could demonstrate its continuous support to the Group, and the Loan could be transitory if a more favourable market for alternative financing arises. The Company considered that obtaining the Loan by entering into the Loan Agreement and the Supplemental Loan Agreement would be the most effective way to raise funds for the Group. In addition, the interest rate of the Loan and the initial loan-to-value ratio of the Asset Collateral were determined through

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

amicable negotiations between the parties at a level acceptable and mutually beneficial to both the Company and Shenzhen Metro Group, taking into account the prevailing market rates and standards as detailed in the section headed “BASIS FOR DETERMINING THE INTEREST RATE OF THE LOAN AND THE LOAN-TO-VALUE RATIO OF THE ASSET COLLATERAL, AND REASONS FOR AND BENEFITS OF THE SUPPLEMENTAL LOAN AGREEMENT AND TRANSACTIONS CONTEMPLATED THEREUNDER” in the Letter from the Board.

Currently, the Company has provided the Credit Guarantee for the Loan as a security measure. To ensure that the Loan is adequately secured by asset and to reduce its financial risk, Shenzhen Metro Group has entered into the Supplemental Loan Agreement with the Company to replace the Credit Guarantee with the Asset Collateral after the Company obtains the requisite approval from Independent Shareholders for the Supplemental Loan Agreement and the transactions contemplated thereunder, including the provision of Asset Collateral in the form of the Share Pledge. Pursuant to the Supplemental Loan Agreement, in the event that the General Meeting is not convened or the approval of General Meeting cannot be obtained within two months from the date of the Supplemental Loan Agreement, the Company shall provide other qualified guarantee acceptable to Shenzhen Metro Group within five business days, or Shenzhen Metro Group may opt for immediate repayment of the principal and accrued interests of the Loan by the Company.

In recent years, property developers in the PRC have faced increasing difficulty in obtaining both debt and equity financing due to regulatory tightening (in particular the 3 red line policy), liquidity constraints, and deteriorating market confidence. Many property developers in the PRC, especially those with high leverage, have struggled to refinance their obligations, leading to defaults and financial distress. Additionally, the slowdown in the PRC’s real estate market, exacerbated by weak homebuyer sentiment and declining property sales in the past few years has further reduced lenders’ willingness to extend credit. Banks and financial institutions have also become more cautious, fearing exposure to bad debts amid a growing number of developer defaults. As a result, property developers in the PRC are finding it increasingly difficult to secure debt financing through traditional channels like bank loans and bond issuances with incurring higher financing costs.

At the same time, equity financing has also become a challenging option due to weak investor confidence and regulatory restrictions. The prolonged downturn in the PRC’s real estate market, coupled with a series of high-profile defaults, has significantly reduced the appetite of both domestic and international investors for share issuances by property developers in the PRC.

Despite the fact that the market condition may not be favourable for the Group to raise fund, the management of the Company had considered alternative methods, including but not limited to, borrowings from banks or other financial institutions, placing, rights issue, open offer and subscription of new Shares, for raising sufficient funds before entering into the Loan Agreement.

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In respect of the borrowings from banks or other financial institutions, we understand that the benchmark interest rate published by the People's Bank of China for loan period within 1 year and loan period from 1 year to 5 years were 4.35% per annum and 4.75% per annum, respectively which is higher than the effective interest rate of 2.34% per annum under the Loan Agreement.

As regard to the equity fund-raising exercise, such as placing, subscription of new Shares, rights issue and/or open offer and having considered the substantial amount of the principal under the Loan and the market sentiment towards listed securities of property developers in the PRC, we consider that it may not be practical to finance such a significant amount of equity in short term. In addition to market uncertainty, the Company is also required to undergo a relatively lengthy process to prepare, complete and issue requisite compliance and legal documentation (including but not limited to underwriting agreement(s), announcement(s), circular(s) and prospectus(es)).

In view of the above, we concur with the management of the Company that obtaining the Loan by entering into the Loan Agreement and the Supplemental Loan Agreement is commercially justified and would be an effective way to raise funds for the Group.

4. Major terms of the Loan Agreement and the Supplemental Loan Agreement

The Loan Agreement

Date:

21 February 2025

Parties:

- (a) the Company (as borrower); and
- (b) Shenzhen Metro Group (as lender)

Maximum principal amount:

RMB4,200,000,000

Term of the Loan:

Three years from the date of first drawdown of the Loan, subject to extension as agreed between the parties in accordance with the Loan Agreement. Any drawdown of the Loan shall not be made later than 14 March 2025.

Interest rates and payment:

Subject to compliance with the applicable laws and regulations, the floating interest rate of the Loan for each drawdown shall be the one-year LPR minus 76 basis points (i.e., LPR-0.76%), which will be subject to floating adjustments each quarter

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throughout the term of the Loan, based on the prevailing one-year LPR minus 0.76% at the respective determination dates. As at the final permitted drawdown date of the Loan on 14 March 2025, the applicable interest rate is 2.34%.

Accrued interest shall be payable on a quarterly basis, which is intended to be funded by the Group's internal resources.

The Supplemental Loan Agreement

Date:

21 May 2025

Parties:

- (a) the Company (as borrower); and
- (b) Shenzhen Metro Group (as lender)

Subject matter and consideration:

The Company shall convene General Meeting to consider and approve to provide the Asset Collateral in the form of Share Pledge to serve as security under the Loan Agreement, and after obtaining the Independent Shareholders' approval at the General Meeting within two months after entering into the Supplemental Loan Agreement, the Company shall provide Asset Collateral to Shenzhen Metro Group at a 70% loan-to-value ratio (the "**LTV Ratio**"), i.e., with a value not exceeding RMB6,000,000,000.

The parties shall enter into a pledge agreement in respect of the Asset Collateral, and the power of Credit Guarantee shall be automatically terminated since the pledge agreement becomes effective and the relevant pledge registration procedures are completed.

Provision of additional security:

The initial security level of the Asset Collateral is determined based on a LTV Ratio of 70%.

Subsequently, in the event that the ratio of value of pledged shares to balance of Loan is lower than 130% for three consecutive trading days, the Company shall provide additional pledge of same type of stock, other qualified guarantees as agreed by the parties, or repay all or part of the outstanding loan within five (5) business days to address the security shortfall.

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Early release:

If the Company makes an early repayment of the Loan in advance of the repayment schedule, the parties may partially release the Asset Collateral of corresponding value, to ensure that the LTV Ratio remains no less than 70%. Shenzhen Metro Group should actively cooperate with the relevant release procedures, if applicable. Where the principal and accrued interest under the Loan are fully repaid, the pledge registration for the Asset Collateral should be terminated and released within five (5) business days from the date of full repayment.

The Asset Collateral

The Company shall provide Asset Collateral to Shenzhen Metro Group at a 70% LTV Ratio, i.e., with a value not exceeding RMB6,000,000,000. The pledged collateral shall be Onewo Shares. The Company (as pledgor) and Shenzhen Metro Group (as pledgee) intend to enter into the Share Pledge, upon obtaining the approval of Independent Shareholders, in favour of Shenzhen Metro Group to secure due performance of the Company's obligations as the Asset Collateral.

Assuming the lower of (i) the closing price of Onewo Shares on the Hong Kong Stock Exchange as at the Latest Practicable Date which was HK\$20.05 (or equivalent to RMB18.37 based on the exchange rate published by the People's Bank of China as at the Latest Practicable Date); and (ii) the average market price of Onewo Shares traded on the Hong Kong Stock Exchange over the last 30 trading days prior to the Latest Practicable Date, which was HK\$21.20 (or equivalent to RMB19.43 based on the exchange rate published by the People's Bank of China as at the previous trading day before the Latest Practicable Date), i.e. HK\$20.05 or RMB18.37, was adopted for illustration purposes, and considering the Asset Collateral valued at RMB6,000,000,000, the Company shall pledge 326,633,562 Onewo Shares, which accounts for approximately 28.24% of the total issued share capital of Onewo Inc. (excluding 11,560,200 Onewo Shares held as treasury shares and 3,512,200 Onewo Shares repurchased but not yet cancelled) as at the Latest Practicable Date.

Detail of the Loan Agreement and the Supplemental Loan Agreement, please refer to the Letter from the Board.

5. Analysis of major terms of the Loan Agreement and the Supplemental Loan Agreement

Interest rates

Under the Loan Agreement, the floating interest rate of the Loan for each drawdown shall be the one-year LPR minus 76 basis points. As at the final permitted drawdown date of the Loan on 14 March 2025, the one-year LPR was 3.1% per annum. Hence, the applicable interest rate is 2.34% per annum, which will be subject to floating adjustments each quarter throughout the term of the Loan, based on the prevailing one-year LPR minus 0.76% at the respective determination dates.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

According to the 2024 Annual Report, the Group's bank loan interest rates varied between 2.28% per annum and a floating contracted SORA rate. The interest rates of the Group's bonds ranged from 2.90% to 4.11% per annum, while the interest rates of other borrowings fell within the range of 2.80% to 5.80% per annum. The said effective interest rate of the Loan is comparatively lower than that of Group's bonds and other borrowings and is close to the low end of the Group's bank loan. The Group's overall cost of new financing and refinancing in 2024 was reported at an average rate of 3.54% per annum which is higher than the interest rate of the Loan.

Furthermore, we have reviewed, on an exhaustive basis, the announcement of the Hong Kong listed companies published during the period from 1 March 2024 to the Latest Practicable Date in relation to the provision of secured loan by connected parties to the listed company and/or its subsidiaries. We chose the said period due to its recency before signing of the Loan Agreement and the Supplemental Loan Agreement. We identified nine connected transactions announcements (the “**Comparable Transactions**”). Shareholders should note that the businesses, operations, prospects and the type and terms of the debt of the Company are not the same as the underlying companies of the Comparable Transactions, the information of the Comparable Transactions demonstrate a general market practice of borrowing by listed issuers. The table below summarized the major terms of the Comparable Transactions.

	Date of announcement	Company (stock code)	Terms	Interest rate	Collateral	Collateral Ratio ¹
1	7 March 2024	Hengxin Technology Ltd. (1085)	1 year ²	Fixed, 4.9%	Share of a subsidiary	58.9%
2	26 April 2024	China Jinmao Holdings Group Limited (817)	12 years	Five-year LPR, 2.4%	Properties	48.4%
3	17 May 2024	Beijing Enterprises Water Group Limited (371)	13 years	Five-year LPR minus 1%, 2.95%	Earning rights of a project	61.2%
4	26 June 2024	Beijing Enterprises Water Group Limited (371)	17 years	Five-year LPR minus 0.45%, 3.5%	Earning rights of a project	100.0%
5	8 August 2024	Yanchang Petroleum International Limited (346)	3 years ²	Fixed, 5.2%	Share of a subsidiary	70.0%
6	3 September 2024	Cosmopolitan International Holdings Limited (120)	3 years ²	1 month HIBOR plus 1.95%, 5.85%	Share of the subsidiaries	43.6%
7	30 September 2024	Seazen Group Limited (1030)	3 years	Higher of one to five years LPR or 6.05%	Property	60.0%
8	8 October 2024	Yunnan Water Investment Co., Limited (6839)	3 years ²	Fixed, 2.70%	Listed shares hold by the company	176.0%

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	Date of announcement	Company (stock code)	Terms	Interest rate	Collateral	Collateral Ratio ¹
9	14 October 2024	BII Railway Transportation Technology Holdings Company Limited (1522)	3 years	1-month HIBOR plus 0.70%, 5.07%	Share of a subsidiary	83.3%
		The Loan	3 years	One year LPR minus 0.76%, 2.34%	Onewo Shares	70.0%

Notes:

1. Being the total loan amount divided by the value of the collateral as disclosed in the announcement or circular of the transactions.
2. Being extension or renewal of loan.

Based on the table above, the interest rates of the Comparable Transactions were determined on various basis, including fixed-rate, LPR or HIBOR. We consider the interest rates of the RMB denominated Comparable Transactions are applicable for us to analyse on the interest rate of the Loan on the basis that (i) the Loan is denominated in RMB; and (ii) the interest rate of the Loan is based on LPR. We noted that the interest rates of the RMB denominated Comparable Transactions were either based on LPR, the higher of one to five years LPR or 6.05%, or LPR minus a percentage of 1%, or LPR minus a percentage of 0.45%.

Furthermore, we noted that Comparable Transactions no. 2, 3 and 4 have terms longer than 10 years, which are significantly longer than the Loan. If we exclude these Comparable Transactions when compare the interest rate of the Loan, the effective interest rate of the Loan, being 2.34% is still lower than the rest of the Comparable Transactions.

Based on the above, we consider the determination basis of the interest rate of the Loan is in line with those of the RMB denominated Comparable Transactions and the interest rate of the Loan is fair and reasonable and comparable to the market and was determined on normal commercial terms or better, after arm's length negotiations.

Asset Collateral

Under the Supplemental Loan Agreement, the Company shall provide the Asset Collateral (in the form of stock) to Shenzhen Metro Group at a 70% LTV Ratio. The Company (as pledgor) intends to pledge the Onewo Shares to Shenzhen Metro Group (as pledgee) as the Asset Collateral.

According to the Letter from the Board, the prevailing market LTV Ratio is generally in the range of 30% to 60%. As part of our due diligence, we have calculated the collateral ratios for the Comparable Transactions for comparison. As shown above, Comparable Transaction no. 8 has an extremely high collateral ratio (i.e. 176.0%), thus we have excluded Comparable Transaction no. 8 in our analysis (the “**Streamlined**

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Comparable Transactions”). The collateral ratios of the Streamlined Comparable Transactions ranged from approximately 43.6% to 100.0%. The LTV Ratio under the Supplemental Loan Agreement is within the range of the Streamlined Comparable Transactions and higher than 5 out of 8 of the Streamlined Comparable Transactions. A higher LTV Ratio under the Supplemental Loan Agreement than those of the Streamlined Comparable Transactions indicates that the level of the Asset Collateral under the Loan is relatively lower than market practice.

Furthermore, with reference to the “Administrative Measures for Share Pledged Loans of Securities Companies” issued by the People’s Bank of China, the China Banking Regulatory Commission and the China Securities Regulatory Commission on 2 November 2004 (the “**Measures**”), which primarily regulates transactions where securities companies pledge shares to commercial banks for loans. The Measures set out that (i) the period of the shares pledged loans should not be more than 6 months and not allow for extensions; (ii) the LTV Ratio should not be over 60%; and (iii) a commercial bank accepting shares for pledging from a listed company should not exceed 10% of the total outstanding shares of that listed company. Although the Company is not a securities company and are not governed by the Measures, these provisions can still serve as general considerations for commercial banks regarding shares pledged loans.

Having considered that the LTV Ratio of 70% under the Supplemental Loan Agreement reflects that the level of the Asset Collateral under the Loan is relatively lower when compared to those of the Streamlined Comparable Transactions and the maximum LTV Ratio of 60% under the Measures, we are of the view that the provision of the Asset Collateral is commercially justifiable.

Share Pledge

As disclosed in the Letter from the Board, in the event that Shenzhen Metro Group enforces the Share Pledge, which may result in a partial or complete transfer or disposal of the Onewo Shares pledged under the Previous Loan and/or the Loan, to an extent that Onewo Inc. ceasing to be a subsidiary of the Group, the financial results of Onewo Inc. may no longer be consolidated into the financial statements of the Group.

We have reviewed the annual report of Onewo Inc. for FY2024. The revenue of Onewo Inc. was approximately RMB36.2 billion for FY2024, which accounted for approximately 10.6% of the total revenue of the Group for FY2024. The total assets of Onewo Inc. as at 31 December 2024 was approximately RMB38.6 billion, representing approximately 3.0% of the total assets of the Group as at 31 December 2024, indicating the scale of Onewo Inc. is insignificant to the Group in terms of its revenue and total assets.

Furthermore, under the “Early release” term of the Supplemental Loan Agreement, the parties may partially release the Asset Collateral of corresponding value, to ensure that the LTV Ratio remains no less than 70%, if the Company makes an early

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repayment of the Loan in advance of the repayment schedule (i.e. 0.5% of the Loan drawn for every half year). Such arrangement would provide the Company with the flexibility to progressively release the Share Pledge.

Having considered (i) the revenue and the total assets of Onewo Inc. accounted for a minimal part of the Group's total revenue and total assets; (ii) as advised by the management of the Company, the Company will on its best effort to ensure the timely and full repayment of the Loan; (iii) the Company could opt to repay the Loan in advance of the repayment schedule to progressively release the Share Pledge pursuant to the Loan Agreement; and (iv) the Company may negotiate for a renewal or an extension of the Loan with Shenzhen Metro Group, if necessary, we concur with the Directors that the operational and financial impact of the Group for the enforcement of the Share Pledge would be limited and the Asset Collateral in the form of Share Pledge is fair and reasonable and in the interest of the Company and the Shareholders as a whole.

Covenants

As disclosed in the Letter from the Board, the covenants under the Loan Agreement generally required (i) the Company to notify Shenzhen Metro Group upon the occurrence of any event that may affect its ability to repay the Loan; and (ii) the Company must accept and cooperate with Shenzhen Metro Group in inspecting and supervising the use of the Loan, including providing all necessary information for their analysis. In particular, the Company shall provide publicly available financial information which as disclosed in the Letter from the Board, are equally accessible to all Shareholders to Shenzhen Metro Group. Hence, there will be no additional information which will be shared with Shenzhen Metro Group in advance for their analysis and in compliance with the Inside Information Provision under part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

We have further reviewed the Comparable Transactions and noted that two out of nine Comparable Transactions have disclosed the covenants of their borrowings. These covenants generally involved requirements for the borrower to notify the lender of significant events occurred, restrictions on actions that could impact the borrower's repayment ability, and cooperation with the lender's review process. In view of the above, we considered the essence of covenants under the Loan Agreement are similar to the two Comparable Transactions with covenants disclosed and are fair and reasonable.

RECOMMENDATION

Having considered the above principal factors, in particular, (i) the Loan demonstrates the firm support of Shenzhen Metro Group to the Company; (ii) the Loan can provide an immediate funding of a sizeable amount, which may not be easily obtained by other alternative means, for the Company to serve its immediate funding needs due to the upcoming maturity of interest bearing debts falling due within 2025; (iii) the Loan has been fully drawn down; (iv) the determination basis of the interest rate of the Loan is in line with those of the RMB denominated Comparable Transactions and the interest rate of the Loan is

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

comparable to the market; and (v) the level of the Asset Collateral are relatively lower when compared to those of the Streamlined Comparable Transactions, we are of the opinion that the terms of the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge) are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole although the transactions contemplated under the Supplemental Loan Agreement are not conducted in the ordinary and usual course of business of the Company. Accordingly, we advise the Independent Board Committee to recommend the Independent Shareholders, and we recommend the Independent Shareholders, to vote in favor of the ordinary resolutions to be proposed at the AGM for approving the Supplemental Loan Agreement and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge).

Yours faithfully,

For and on behalf of

Octal Capital Limited

Wong Wai Leung Celina Yuen

Executive Director Associate Director

Note: Mr. Wong Wai Leung has been a responsible officer of Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities since 2008 and is also a responsible officer of Type 9 (asset management) regulated activities. Mr. Wong has participated in and completed various advisory transactions of listed companies in Hong Kong in respect of the Listing Rules and the Takeovers Code. Ms. Celina Yuen is a licensed person and a responsible officer of Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities. Ms. Yuen has over 12 years of experience in corporate finance industry and has participated in and completed various advisory transactions of listed companies in Hong Kong in respect of the Listing Rules and the Takeovers Code.

NOTICE OF THE 2024 ANNUAL GENERAL MEETING

vanke

CHINA VANKE CO., LTD.*

萬科企業股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 2202)

NOTICE OF THE 2024 ANNUAL GENERAL MEETING

Notice is hereby made that, the convening of the 2024 annual general meeting (the “AGM”) of the Company will start from 3 p.m. on Friday, 27 June 2025 at Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC.

Unless otherwise defined, capitalised terms used in this notice shall have the same meanings as those defined in the circular of the Company dated 6 June 2025 (the “Circular”).

I. Matters for consideration and approval at the AGM

The shareholders of the Company shall consider and, if thought fit, approve the following resolutions at the AGM:

ORDINARY RESOLUTIONS

1. To consider and approve the report of the board of directors of the Company for the year 2024;
2. To consider and approve the report of the supervisory committee of the Company for the year 2024;
3. To consider and approve the annual report for the year 2024;
4. To consider and approve the profit distribution plan for the year 2024;
5. To consider and approve the authorisation of the Company and its majority-owned subsidiaries providing financial assistance to third parties;
6. To consider and approve the authorisation of the Company and its majority-owned subsidiaries providing guarantee to third parties;
7. To consider and approve the appointment of certified public accountants for the year 2025;

NOTICE OF THE 2024 ANNUAL GENERAL MEETING

8. THAT

- (1) To approve, confirm and ratify the Supplemental Loan Agreement entered into between the Company and Shenzhen Metro Group, and the transactions contemplated thereunder (including the provision of the Asset Collateral in the form of the Share Pledge); and
- (2) To authorise any one directors of the Company to exercise all powers which they consider necessary and do such other acts and things and execute such other documents or agreements which in their opinion may be necessary or desirable to implement the transactions contemplated under the Supplemental Loan Agreement (including the provision of the Asset Collateral in the form of the Share Pledge).

SPECIAL RESOLUTIONS

9. To consider and approve the resolution in relation to the general mandate to issue additional H shares;
10. To consider and approve the resolution on amendments to the Articles of Association;
11. To consider and approve the resolution on amendments to the Procedural Rules for the General Meeting; and
12. To consider and approve the resolution on amendments to the Procedural Rules for the Board of Directors.

**The Board of Directors of
China Vanke Co., Ltd.***

Shenzhen, the PRC, 6 June 2025

Notes:

1. For those holders of H shares of the Company who intend to attend the AGM, the shares and the registration documents must be delivered to the H share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong no later than 4:30 p.m. on Monday, 23 June 2025. The holders of the Company's H shares whose names appear on the register of members of the Company on Monday, 23 June 2025 are entitled to attend and vote in respect of the resolutions to be proposed at the AGM.
2. Each shareholder entitled to attend and vote at the AGM may appoint one or more proxies to attend and vote on his/her behalf at the AGM. A proxy need not be a shareholder.
3. A proxy of a shareholder who has appointed more than one proxy may only vote on a poll.
4. The proxy form and the instrument appointing a proxy must be in writing under the hand of the shareholder or his/her attorney duly authorised in writing, or if the shareholder is a legal person, either under seal or under the hand of a director or a duly authorised attorney. If that instrument is signed by an attorney of the appointor, the power of attorney authorising that attorney to sign or other document of authorisation must be notarised. To be valid, for holders of A shares of the Company, the notarised power of attorney or other

NOTICE OF THE 2024 ANNUAL GENERAL MEETING

document of authorisation and the proxy form must be delivered to the office of the board of directors not less than 24 hours before the time appointed for the holding of the AGM. In order to be valid, for holders of H shares of the Company, the above documents must be delivered to the H share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 24 hours before the time appointed for the AGM.

5. This AGM is expected to last for half a day. Shareholders (in person or by proxy) attending this AGM are responsible for their own transportation and accommodation expenses.
6. The address of the office of the board of directors is as follows:

China Vanke Co., Ltd.*

Vanke Center, No. 33 Huanmei Road, Dameisha, Yantian District, Shenzhen, the PRC

Postal code: 518083

Contact persons: Ms. Li Yuanyuan, Mr. Xu Zhitao

Tel: 86 (755) 2560 6666

Fax: 86 (755) 2553 1696

7. Each shareholder (or his/her proxy) shall exercise his/her voting rights by way of poll.

* *For identification purpose only*

1. RESPONSIBILITY STATEMENT

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

2. DISCLOSURE OF INTERESTS OF DIRECTORS, SUPERVISORS AND CHIEF EXECUTIVE

As at the Latest Practicable Date, the interests of the Directors, Supervisors and the chief executive of the Company in the shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were notified to the Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO), or which were required pursuant to Section 352 of the SFO to be entered in the register maintained by the Company referred to therein, or which were required to be notified to the Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”) set out in Appendix C3 to the Listing Rules were as follows:

(i) Long position in the shares, underlying shares and debentures of the Company

Name	Capacity (types of interest)	Class of Shares	Nature of interest	Number of Shares held as at the Latest Practicable Date	Approximate percentage of total number of the relevant class of Shares	Percentage of total number of issued Shares
Mr. XIE Dong	Beneficial Owner	A Shares	Long Position	1,652,645	0.0170%	0.0139%
Mr. YU Liang	Beneficial Owner	A Shares	Long Position	7,394,945	0.0760%	0.0620%

Save as disclosed above, as at the Latest Practicable Date, so far as was known to the Directors, none of the Directors, Supervisors or chief executive of the Company had any interest or short positions in any shares or underlying shares or interest in debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO), or which were

required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which were required, pursuant to the Model Code, to be notified to the Company and the Hong Kong Stock Exchange.

As at the Latest Practicable Date, save as disclosed below, so far as is known to the Directors, no Director was a director or employee of a company which has an interest or short position in the shares and underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO:

Name of Director	Position held in Shenzhen Metro Group
Mr. XIN Jie	Secretary of Party Committee and chairman
Mr. HUANG Liping	Deputy secretary of Party Committee, a director and general manager
Mr. LEI Jiangsong	Member of Party Committee and vice general manager

3. SUBSTANTIAL SHAREHOLDERS' INTERESTS AND SHORT POSITIONS IN THE SHARES OF THE COMPANY

As at the Latest Practicable Date, so far as was known to the Directors, the following persons (other than the Directors, supervisors and chief executive of the Company) had interests or short positions in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO were as follows:

Name	Capacity (types of interest)	Class of Shares	Nature of interest	Number of Shares held as at the Latest Practicable Date	Approximate percentage of total number of the relevant class of Shares	Percentage of total number of issued Shares
Shenzhen Metro Group	Beneficial owner	A Shares	Long position	3,242,810,791	33.35%	27.18%
Shanghai Wealspring Asset Management Co. Ltd.	Investment Manager	H Shares	Long position	178,765,400	8.10%	1.50%

Save as disclosed above, as at the Latest Practicable Date, the Directors were not aware of any other persons (other than the Directors, supervisors and chief executive of the Company) who had interests or short positions in the Shares and underlying shares of the Company, which were required to be notified to the Company pursuant to the provisions of Divisions 2 and 3 of Part XV of the SFO, or which were recorded in the register required to be kept under section 336 of the SFO.

4. DIRECTORS' INTERESTS IN COMPETING BUSINESS

As at the Latest Practicable Date, so far as the Directors were aware, none of the Directors or their respective close associates had any interest in any business, which competes or may compete, either directly or indirectly, with the business of the Group as if each of them were treated as a controlling shareholder of the Company under Rule 8.10 of the Listing Rules.

5. DIRECTORS' AND SUPERVISORS' INTERESTS IN ASSETS OF THE GROUP

As at the Latest Practicable Date, none of the Directors or Supervisors had any direct or indirect interest in any asset which had been, since 31 December 2024, being the date to which the latest published audited consolidated financial statements of the Company were made up, acquired or disposed of by or leased to any member of the Group, or were proposed to be acquired or disposed of by or leased to any member of the Group.

6. DIRECTORS' AND SUPERVISORS' INTERESTS IN CONTRACTS OR ARRANGEMENTS

As at the Latest Practicable Date, none of the Directors or Supervisors was materially interested in any contract or arrangement subsisting and which is significant in relation to the business of the Group.

7. DIRECTORS' AND SUPERVISORS' INTERESTS IN SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors or Supervisors had entered, or proposed to enter into a service contract or service agreement with any member of the Group which is not determinable by the Group within one year without payment of compensation, other than statutory compensation.

8. QUALIFICATIONS OF EXPERT AND CONSENT

The following is the qualification of the expert who has been named in this circular and whose opinion or advice is contained in this circular:

Name	Qualification
OCTAL Capital Limited	a licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO

As at the Latest Practicable Date, OCTAL Capital Limited was not beneficially interested in the share capital of any member of the Group, and did not have any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

As at the Latest Practicable Date, OCTAL Capital Limited did not have any direct or indirect interest in any assets which had been, since 31 December 2024 (being the date to which the latest published audited accounts of the Group were made up), acquired or disposed of by, or leased to, or were proposed to be acquired or disposed of by, or leased to, any member of the Group.

As at the Latest Practicable Date, OCTAL Capital Limited has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter dated 6 June 2025 in connection with their advice to the Independent Board Committee and the Independent Shareholders, and reference to its name and opinion in the form and context in which it appears.

9. MATERIAL ADVERSE CHANGE

Reference is made to the 2025 first quarterly report of the Company dated 29 April 2025, which disclosed that, inter alia, the Group realized a revenue of RMB37.99 billion, representing a year-on-year drop of 38.3%. Among which, property development business contributed revenue of RMB22.80 billion, representing a year-on-year decrease of 51.1%; operating and property service business contributed revenue of RMB12.27 billion, representing a year-on-year increase of 12.1%. The Group realized the net loss attributable to equity shareholders of the Company of RMB6.25 billion, which affected by the decrease in the settlement scale and gross profit margin of the development business. In the first quarter, the gross profit margin was 6.1%, representing a year-on-year decrease of 4.7 percentage points.

Save as disclosed above, the Directors confirmed that there is no material adverse change in the financial or trading position of the Group since 31 December 2024, being the date to which the latest published audited consolidated financial statements of the Company were made up, and up to and including the Latest Practicable Date.

10. MISCELLANEOUS

This circular is in both English and Chinese. In the event of inconsistency, the English version of this circular shall prevail over the Chinese version.

11. DOCUMENTS ON DISPLAY

Electronic copies of the following documents are published on the website of the Hong Kong Stock Exchange (<http://www.hkexnews.hk>) and the website of the Company (<http://www.vanke.com>) for a period of 14 days from the date of this circular (both days inclusive):

- (a) Loan Agreement;
- (b) Supplemental Loan Agreement;
- (c) the letter from the Independent Financial Adviser, the text of which is set out in pages 34 to 51 of this circular; and
- (d) the written consent from the Independent Financial Adviser referred to in the paragraph headed “8. Qualifications of Expert and Consent” in this Appendix I.

I. The Mandate

For the purpose of making use of market opportunities, it is proposed to the AGM of the Company to grant full authorisation to the Board to authorise its approved person(s), or the delegated person(s) of such approved person(s), to handle relevant matters of the issuance of Shares under this resolution, within the framework and principle as considered by the AGM, including but not limited to:

- (1) Subject to market conditions and the needs of the Company, separately or concurrently issue, allot and/or deal with new H Shares of the Company during the Relevant Period (as defined below) and to make or grant offers, agreements, options and rights of share exchange or conversion which might require the exercise of such powers;
- (2) Approve the number of new H Shares to be allotted or agreed conditionally or unconditionally to be allotted (including but not limited to options such as ordinary shares, warrants, convertible bonds and other securities which carry rights to subscribe for or are convertible into shares) shall not exceed 20% of the existing H Shares in issue (excluding treasury Shares, if any, according to the Listing Rules) as at the date of the passing of this resolution at the AGM;
- (3) Approve the issue price of the H Shares to be allotted or agreed conditionally or unconditionally to be allotted shall be at a discount (if any) of not more than 20% to the benchmark price of the securities;

The above-mentioned benchmark price means the price which is the higher of:

1. the closing price of H Shares on the date of the relevant placing agreement or other agreements involving the proposed issue of H Shares under the general mandate; or
2. the average closing price of H Shares for the 5 trading days immediately prior to the earliest of:
 - a) the date of announcement of the placing or the proposed transaction or arrangement involving the proposed issuance of H Shares under the general mandate;
 - b) the date of the placing agreement or other agreement involving the proposed issuance of H Shares under the general mandate;
 - c) the date on which the placing or subscription issue price is determined.

- (4) Determine and implement detailed issuance plan for the above-mentioned general mandate, including but not limited to the pricing mechanism and/or issuance price (including price range), the issuance method, number of H Shares to be issued, allottees and use of proceeds, time of issuance, period of issuance and whether to allot H Shares to the existing Shareholders;
- (5) Engage the services of professional advisers for issuance related matters, and to approve and execute all acts, deeds, documents or other matters necessary, appropriate or required for share issuance; review, approve and execute, on behalf of the Company, agreements related to issuance, including but not limited to placing or underwriting agreements and engagement agreements of professional advisers;
- (6) Review, approve and execute, on behalf of the Company, statutory documents in relation to issuance to be submitted to the governmental authorities, the regulatory authorities and securities stock exchange(s). To carry out approval procedures required by relevant governmental authorities, regulatory authorities and the place in which the Company is listed, and to complete all necessary filings, registrations and records with the relevant government authorities of Hong Kong and/or any other regions and jurisdictions (if applicable);
- (7) As required by relevant government authorities, regulatory authorities and the securities stock exchange(s) etc., amend the agreements and statutory documents referred to in item no. (5) and (6) above;
- (8) Approve the increase of registered capital of the Company after share issuance, and to make corresponding amendments to the Articles of Association relating to total share capital and shareholding structure, etc..

II. Validity of the Mandate

Except that the offers, agreements, or options have been made or granted during the Relevant Period in relation to the issuance of H Shares, which might require further proceeding or implementation after the end of the Relevant Period, the exercise of the authorisations referred to above shall be within the Relevant Period.

“Relevant Period” means the period from the passing of this resolution as a special resolution at the AGM until whichever is the earliest of the following two dates:

- (1) the conclusion of the 2025 annual general meeting of the Company; or
- (2) the revocation or variation of the authority under this resolution by passing of a special resolution of the Company at any general meeting.

Exercise of the authorisations granted under the above-mentioned general mandate by the Board and person approved by the Board or his/her delegated person(s) shall be in its sole discretion and is subject to the Company Law of the People’s Republic of China and the relevant requirements of the Listing Rules (as amended from time to time), as well as all necessary approvals of the CSRC and/or other relevant authorities of the PRC.

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Comparison Table of Amendments to the A+H Articles of Association of China Vanke Co., Ltd.

No.	Before Amendment	After Amendment
1	<p>Article 1 These Articles of Association are formulated in accordance with the Company Law of the People’s Republic of China (“PRC”) (hereinafter referred to as the “Company Law”), the Securities Law of the PRC (hereinafter referred to as the “Securities Law”), the Special Regulations of the State Council on the Overseas Offering and Listing of Shares by Joint Stock Limited Companies (hereinafter referred to as the “Special Regulations”), the Mandatory Provisions for Articles of Association of Companies Listed Overseas (hereinafter referred to as the “Mandatory Provisions”) and other relevant requirements with an aim to safeguard the legal interests of the Company, its shareholders and creditors and regulate the organization and conduct of the Company.</p>	<p>Article 1 These Articles of Association are formulated in accordance with the Company Law of the People’s Republic of China (“PRC”) (hereinafter referred to as the “Company Law”), the Securities Law of the PRC (hereinafter referred to as the “Securities Law”), the Interim Measures for the Administration of Overseas Securities Offering and Listing by Domestic Enterprises, Guidelines on the Articles of Association of Listed Companies, the Rules Governing the Listing of Stocks on the Shenzhen Stock Exchange, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and other relevant requirements with an aim to safeguard the legal interests of the Company, its shareholders, employees and creditors and regulate the organization and conduct of the Company.</p>
2	<p>Article 2 The Company is a joint stock limited company (hereinafter referred to as the “Company”) incorporated in accordance with the requirements of “The Interim Measures on the Trial of a Joint Stock System in State-owned Enterprises in the Shenzhen Special Economic Zone” and other applicable law and regulations. In November 1988, with the approval of the “Shen Fu Ban (1988) No. 1509 Document” issued by the People’s Government of Shenzhen Municipality, the Company was established through private placement after Shenzhen Modern Enterprise Co., Ltd. underwent a restructuring, and completed the relevant procedures in compliance with the Company Law. The Company registered with Shenzhen Administrative Bureau for Industry and Commerce and obtained the business licence numbered Shen Si Zi N24935.</p>	<p>Article 2 The Company is a joint stock limited company (hereinafter referred to as the “Company”) incorporated in accordance with the requirements of “The Interim Measures on the Trial of a Joint Stock System in State-owned Enterprises in the Shenzhen Special Economic Zone” and other applicable law and regulations. In November 1988, with the approval of the “Shen Fu Ban (1988) No. 1509 Document” issued by the People’s Government of Shenzhen Municipality, the Company was established through private placement after Shenzhen Modern Enterprise Co., Ltd. underwent a restructuring, and completed the relevant procedures in compliance with the Company Law. The Company registered with Shenzhen Administrative Bureau for Industry and Commerce at the time of its establishment and has now obtained the business license (Unified Social Credit Code: 91440300192181490G).</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
3	<p>Article 8 Chairman of the board of directors is the statutory representative of the Company.</p>	<p>Article 8 The director conducting company affairs on behalf of the Company is the statutory representative of the Company and shall be elected by the Board of Directors of the Company.</p> <p>If the director who serves as the statutory representative resigns, he/she shall be deemed to have resigned as the statutory representative at the same time.</p> <p>If the statutory representative resigns, the Company shall appoint a new statutory representative within 30 days from the date of resignation of the statutory representative.</p>
4	<p>—</p>	<p>Article 9 The legal consequences of civil activities performed by the statutory representative in the name of the Company shall be borne by the Company.</p> <p>Restrictions on the authority of the statutory representative imposed by the Articles of Association or the shareholders' meeting shall not be enforceable against bona fide counterparty.</p> <p>Where the statutory representative causes damage to any other person in the performance of his/her duties, the Company shall assume civil liability for such damage. The Company may, after assuming such civil liability, claim reimbursement from the statutory representative at fault in accordance with the laws or the Articles of Association.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
5	<p>Article 10 Since the effective date, the Articles of Association shall be a legally binding document governing the Company’s organization and conduct, the rights and obligations between the Company and its shareholders, and among the shareholders, and shall be binding on the Company, its shareholders, directors, supervisors, manager and other senior management. Pursuant to the Articles of Association, shareholders may take legal actions against other shareholders or the directors, supervisors, president and other senior management of the Company; shareholders may take legal actions against the Company; and, the Company may take legal actions against shareholders, directors, supervisors, president and other senior management. The legal actions mentioned in the preceding paragraph include lawsuits lodged with courts or claims referred to arbitration.</p> <p>Article 11 Senior management defined in the Articles of Association refer to the president, the executive vice president, secretary to the board, and person-in-charge of finance affairs appointed by the board of the Company to take charge of the management of the Company.</p>	<p>Article 11 Since the effective date, the Articles of Association shall be a legally binding document governing the Company’s organization and conduct, the rights and obligations between the Company and its shareholders, and among the shareholders, and shall be binding on the Company, its shareholders, directors, manager and other senior management. Pursuant to the Articles of Association, shareholders may take legal actions against other shareholders or the directors, senior management of the Company; shareholders may take legal actions against the Company; and, the Company may take legal actions against shareholders, directors and senior management.</p> <p>The legal actions mentioned in the preceding paragraph include lawsuits lodged with courts or claims referred to arbitration.</p> <p>Senior management defined in the Articles of Association refer to the manager (i.e., the “president”, the same hereinafter), vice manager (i.e., the “executive vice president”, the same hereinafter), secretary to the board, and person-in-charge of finance affairs appointed by the board of the Company to take charge of the management of the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
6	—	<p>Article 12 The Company shall establish the organization of the Communist Party of China (CPC), conduct activities of the CPC, set up the working institutions of the CPC with the party staff, guarantee the working expenses of the CPC. The Party organization implements the policies of the CPC, guides and supervises the Company in complying with the laws and regulations of the country, studies and discusses major operation and management issues of the enterprise, and strictly follows the standard procedures in selecting and appointing staff so as to assess and recommend candidates, supports the general meeting, the Board and the management in exercising their powers and performing their duties in accordance with the law, fulfills the major responsibility for the integrity construction of the Party, leads the trade unions, the Youth League, and other organizations to unite the workers and the general public, protects the legitimate rights and interests of all parties and promotes the healthy development of the Company. The Company shall establish a commission for discipline inspection in accordance with regulations to perform supervisory duties.</p>
7	<p>Article 14 The shares of the Company shall take the form of share certificates. There shall, at all times, be ordinary shares in the Company. Subject to the approval from examination and approval departments authorized by the State Council, the Company may create other classes of shares as and when necessary.</p>	<p>Article 15 The shares of the Company shall take the form of share certificates.</p>
8	<p>Article 15 The shares of the Company shall be issued in compliance with the principles of fairness and impartiality. Shares of the same class must carry the same rights.</p> <p>Shares of the same class issued at the same time shall be issued on the same conditions and at the same price. All units and individuals shall pay the same price for each of the shares they subscribe for.</p>	<p>Article 16 The shares of the Company shall be issued in compliance with the principles of fairness and impartiality. Shares of the same class must carry the same rights.</p> <p>Shares of the same class issued at the same time shall be issued on the same conditions and at the same price. All units and individuals shall pay the same price for each of the shares they subscribe for.</p>
9	<p>Article 16 Share certificates issued by the Company are denominated in RMB.</p> <p>RMB mentioned in the preceding paragraph refers to the lawful currency of the People's Republic of China.</p>	<p>Article 17 Par value shares issued by the Company are denominated in RMB. RMB mentioned in the preceding paragraph refers to the lawful currency of the People's Republic of China.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
10	<p>Article 17 Subject to approval from the securities regulatory body under the State Council, the Company may issue shares to both domestic investors and foreign investors.</p> <p>“Foreign investors” referred to in the preceding paragraph represent investors domiciled in foreign countries as well as Hong Kong, Macau and Taiwan who subscribe for the issued shares of the Company; “domestic investors” refer to investors within the territory of the People’s Republic of China (other than the foregoing regions) who subscribe for the issued shares of the Company.</p> <p>Shares issued by the Company to the domestic investors for subscription in RMB shall be referred to as “domestic shares”. Shares issued by the Company to foreign investors for subscription in foreign currencies shall be referred to as “foreign shares”. Foreign shares listed domestically shall be referred to as “domestically listed foreign shares”. Foreign shares listed overseas shall be referred to as “overseas listed foreign shares”. Overseas listed foreign shares listed on Hong Kong Stock Exchange and subscribed and traded in Hong Kong dollars shall be referred to as “H Shares”.</p> <p>“Foreign currencies” referred to in the preceding paragraph represent legal currencies of other countries and regions (excluding RMB) which are recognized by the State’s foreign exchange authorities and are used for the payment of share prices to the Company.</p>	<p>Article 18 The Company may issue shares to both domestic investors and foreign investors.</p> <p>“Foreign investors” referred to in the preceding paragraph represent investors domiciled in foreign countries as well as Hong Kong, Macau and Taiwan who subscribe for the issued shares of the Company; “domestic investors” refer to investors within the territory of the People’s Republic of China (other than the foregoing regions) who subscribe for the issued shares of the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
11	<p>Article 19 The Company was established upon the restructuring of Shenzhen Modern Enterprise Co., Ltd. in 1988. The registered address of Shenzhen Modern Enterprise Co., Ltd. was No. 50 Heping Road, Shenzhen, and Wang Shi was the statutory representative. The net asset value of Shenzhen Modern Enterprise Co., Ltd. as at 31 October 1988 amounted to RMB13,246,680, representing 13,246,680 shares.</p>	<p>Article 20 The Company was established upon the restructuring of Shenzhen Modern Enterprise Co., Ltd. in 1988. The net asset value of Shenzhen Modern Enterprise Co., Ltd. as at 31 October 1988 amounted to RMB13,246,680, representing 13,246,680 shares. The total number of shares issued upon the establishment of the Company was 13,246,680 shares, and the value of each par value share was RMB1.</p>
12	<p>Article 21 Subject to approval from the securities regulatory body under the State Council, the board of directors of the Company may arrange implementation of separate issuance programmes of overseas listed foreign shares and domestic shares.</p> <p>Pursuant to provisions set out in the preceding paragraph, the Company may conduct separate issuance of overseas listed foreign shares and domestic shares within 15 months from the date of approval from the securities regulatory body under the State Council.</p> <p>Article 22 The overseas listed foreign shares and domestic shares, with the total number of shares confirmed in the Company's share issue programme, shall be fully subscribed for at their respective offering in one tranche. If the shares cannot be fully subscribed during the same offering due to special circumstances, the shares may, subject to the approval from the securities regulatory authorities of the State Council, be issued in separate tranches.</p>	Deleted

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
13	<p>Article 23 In accordance with its operation and development needs, and in compliance with the requirements of the law and regulations, and after the respective resolutions are passed at general meetings, the Company may increase its capital through the following methods: (1) public offering of shares; (2) private placement of shares; (3) distribution of bonus shares to existing shareholders; (4) increase of capital by transfer from reserves; or (5) other methods approved by the law, administrative regulations and the securities regulatory authorities of the State Council.</p>	<p>Article 22 In accordance with its operation and development needs, and in compliance with the requirements of the law and regulations, and after the respective resolutions are passed at general meetings, the Company may increase its capital through the following methods: (1) issuing shares to unspecified targets; (2) issuing shares to specified targets; (3) distribution of bonus shares to existing shareholders; (4) increase of capital by transfer from reserves; or (5) other methods approved by the law, administrative regulations and the securities regulatory authorities of the State Council.</p>
14	<p>Article 26 The Company may repurchase shares through a public and centralized manner, or otherwise approved by the laws and regulations and the China Securities Regulatory Commission.</p> <p>Repurchase of its own shares by the Company under the circumstances specified in item (3), (5) or (6) in paragraph 1 of Article 25 shall be conducted in a public and centralized manner.</p>	<p>Article 25 The Company may repurchase shares through a public and centralized manner, or otherwise approved by the laws and regulations and the securities regulatory authorities of the State Council.</p> <p>Repurchase of its own shares by the Company under the circumstances specified in item (3), (5) or (6) in paragraph 1 of Article 24 shall be conducted in a public and centralized manner.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
15	<p>Article 27 The Company shall obtain prior approval at a general meeting in accordance with the Company’s Articles of Association if it repurchases shares through over-the-counter agreement. If the prior approval is granted by the general meeting in the same way, the Company may terminate or alter the contract concluded in the way mentioned above or waive any of its rights therein.</p> <p>For the purpose of the preceding paragraph, the term “contract” for share repurchase shall include (but not limited to) an agreement to undertake the obligations for the repurchase of shares and obtain the rights to repurchase shares.</p> <p>No contracts for the repurchase of the Company’s shares or any rights thereunder shall be assigned by the Company.</p> <p>For the redeemable shares which the Company has the rights to repurchase, the repurchase price shall be limited to a maximum price if the repurchase is not carried out in the market or by tender; invitations of tender shall be made to all shareholders under the same conditions if a repurchase is carried by tender.</p> <p>Article 28 Except where the Company is in the course of liquidation, it shall comply with the following provisions when repurchasing its own issued shares:</p> <p>(1) in the event that the shares are repurchased by the Company at the price of their par value, the amount paid for such repurchase shall be deducted from the book balance of the distributable profits of the Company and from the proceeds from the issuance of new shares as a result of the repurchase of existing shares;</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(2) in the event that the shares are repurchased by the Company at a price higher than the par value, the portion equivalent to the par value shall be deducted from the book balance of the distributable profits of the Company and from the proceeds from the issuance of new shares as a result of the repurchase of existing shares; the portion above the par value shall be handled in accordance with the following methods:</p> <p>1. in the event that the repurchased shares were issued at the price of their par value, such portion shall be deducted from the book balance of the distributable profits of the Company; or</p> <p>2. in the event that the repurchased shares were issued at a price higher than the price of their par value, such portion shall be deducted from the book balance of the distributable profits of the Company; however, the amount deducted from the issuance of new shares shall not exceed the total premium income from the previous issuance of the existing shares so repurchased, and shall not exceed the amount in the capital reserve account of the Company (including the premium amount of the issuance of new shares) during the repurchase;</p> <p>(3) the Company shall pay out of its distributable profits for the following purposes:</p> <p>1. the acquisition of its rights to repurchase its shares;</p> <p>2. the alteration of a contract to repurchase its shares;</p> <p>3. the discharge of its obligations in a repurchase contract.</p> <p>(4) after the total par value of the cancelled shares is deducted from the Company's registered capital in accordance with the relevant regulations, the amount deducted from the distributable profits and used for repurchasing the par value of the shares shall be included in the Company's capital reserve account.</p>	Deleted

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
16	Article 29 The shares of the Company may be transferred in compliance with the law free from any lien .	Article 26 The shares of the Company shall be transferred in compliance with the law.
17	Article 30 The Company shall not accept the shares of the Company as the subject of pledges.	Article 27 The Company shall not accept the shares of the Company as the subject of pledges.
18	Article 31 The directors, supervisors, and senior management of the Company shall notify the Company of their shareholdings in the Company and the movements of these shares, and each year during their term of office shall not transfer more than 25% of such shares. The aforesaid persons are forbidden to transfer their shareholdings in the Company within half a year after termination of employment. If otherwise regulated by the laws and regulations, rules of the stock exchange and other normative documents, such regulations shall prevail.	Article 28 The directors and senior management of the Company shall notify the Company of their shareholdings in the Company and the movements of these shares, and each year during their term of office determined at the time of taking office shall not transfer more than 25% of such shares. The aforesaid persons are forbidden to transfer their shareholdings in the Company within half a year after termination of employment. If otherwise regulated by the laws and regulations, rules of the stock exchange and other normative documents, such regulations shall prevail.

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
19	<p>Article 32 When the directors, supervisors, and senior management of the Company or shareholders holding more than 5% of the shares of the Company sell their shares or other securities with an equity nature within six months from the acquisition of such shares, purchase aforesaid securities within six months from the disposal of such shares, the board of directors of the Company shall repatriate any profits derived from such dealings and the profits derived shall be vested in the Company. However, securities companies holding more than 5% of the shares of the Company as a result of taking up unacquired shares as underwriters, and other circumstances stipulated by securities regulatory authority under the State Council are excluded.</p> <p>The stocks or other securities with an equity nature held by directors, supervisors, senior management and individual shareholders referred to in the preceding provisions include the stocks or other securities with an equity nature held by their spouses, parents, and children, and these held by using others' accounts.</p> <p>Shareholders have the right to require, in writing, the board of directors to comply with the requirement set out in the preceding paragraph within 30 days if the board of directors fails to do so in accordance with the first provision. In the event that the board of directors fails to rectify the situation within the said period, shareholders have the right to file a legal action in a people's court in their own name for safeguarding the interests of the Company.</p> <p>If the board of directors of the Company fails to comply with the first paragraph, the relevant responsible directors shall bear joint liability in accordance with the law.</p>	<p>Article 29 When the directors and senior management of the Company or shareholders holding more than 5% of the shares of the Company sell their shares or other securities with an equity nature within six months from the acquisition of such shares, purchase aforesaid securities within six months from the disposal of such shares, the board of directors of the Company shall repatriate any profits derived from such dealings and the profits derived shall be vested in the Company. However, securities companies holding more than 5% of the shares of the Company as a result of taking up unacquired shares as underwriters, and other circumstances stipulated by securities regulatory authority under the State Council are excluded.</p> <p>The stocks or other securities with an equity nature held by directors, senior management and individual shareholders referred to in the preceding provisions include the stocks or other securities with an equity nature held by their spouses, parents, and children, and these held by using others' accounts.</p> <p>Shareholders have the right to require, in writing, the board of directors to comply with the requirement set out in the preceding paragraph within 30 days if the board of directors fails to do so in accordance with the first provision. In the event that the board of directors fails to rectify the situation within the said period, shareholders have the right to file a legal action in a people's court in their own name for safeguarding the interests of the Company.</p> <p>If the board of directors of the Company fails to comply with the first paragraph, the relevant responsible directors shall bear joint liability in accordance with the law.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
20	<p>Article 33 The Company or its subsidiaries (including affiliates of the Company) shall not at any time provide any financial assistance in any way to any person who purchases or intends to purchase the shares of the Company. The persons who purchase the shares of the Company mentioned above shall include those persons who directly or indirectly undertake obligations as a result of the purchase of the shares of the Company.</p> <p>The Company or its subsidiaries shall not at any time provide any financial assistance in any way to the obligors mentioned above for minimizing or discharging their obligations.</p> <p>This article shall not apply to the situations described in Article 35 of this section.</p>	<p>Article 30 The Company or its subsidiaries (including affiliates of the Company) shall not by way of gift, advance, guarantee or lending provide financial assistance for others to acquire shares of the Company or its parent company, except when the Company implements the employee share ownership scheme.</p> <p>Subject to the relevant provisions of laws and administrative regulations and the requirements of securities regulatory rules, for the interests of the Company, by resolution of the general meeting, or by resolution of the board of directors in accordance with the Articles of Association or the authorization of the general meeting, the Company may provide financial assistance for others to acquire shares of the Company or its parent company, provided that the cumulative total amount of the financial assistance shall not exceed 10% of the total issued share capital. Such resolution made by the board of directors shall be passed by two-thirds or more of all directors.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
21	<p>Article 34 The term “financial assistance” mentioned in this section shall include, but not limited to, the following methods:</p> <p style="padding-left: 40px;">(1) presentation of a gift;</p> <p style="padding-left: 40px;">(2) guarantee (including the undertaking of liability or the provision of property by a guarantor to ensure that an obligor fulfils his/her obligations), compensation (but not including any compensation caused by the fault of the Company) and discharge or waiver of rights;</p> <p style="padding-left: 40px;">(3) provision of a loan or conclusion of a contract under which the Company has priority over other parties in fulfilling its obligations, as well as changes in the loan or the parties to the contract, and transfer of the loan or the rights in such contract; and</p> <p style="padding-left: 40px;">(4) financial assistance provided by the Company in any way when the Company becomes insolvent or does not have any net assets, or under a situation that will lead to a substantial reduction of net assets.</p> <p>For the purposes hereof, the term “undertaking of obligations” shall include the obligations undertaken by an obligor whose financial status is changed as a result of concluding a contract or making an arrangement (whether or not such contract or arrangement is enforceable or is undertaken by the obligor or jointly with any other persons), or otherwise.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
22	<p>Article 35 The following acts shall not be deemed as acts banned under Article 33 hereof:</p> <p>(1) the financial assistance is provided by the Company in good faith in the interests of the Company, and not for the purpose of purchasing the shares of the Company, or does not form a supplementary part of a certain master project of the Company;</p> <p>(2) the Company lawfully distributes its property as dividends;</p> <p>(3) the dividends are distributed in the form of shares;</p> <p>(4) the registered capital is reduced, shares are repurchased, shareholding structure is adjusted according to the Company's Articles of Association;</p> <p>(5) the Company provides a loan within its scope of business for its normal business activities (but this should not lead to a decrease in the Company's net assets, or even a decrease was caused, such financial assistance is made available from the Company's distributable profits);</p> <p>(6) the Company provides funds for the employee share ownership scheme (but this should not lead to a decrease in the Company's net assets, or even a decrease was resulted in, such financial assistance is made available from the Company's distributable profits).</p>	<p>Article 31 The following acts shall not be deemed as acts banned under Article 30 hereof:</p> <p>(1) the Company lawfully distributes its property as dividends;</p> <p>(2) the dividends are distributed in the form of shares;</p> <p>(3) the registered capital is reduced, shares are repurchased, shareholding structure is adjusted according to the Company's Articles of Association;</p> <p>(4) the Company provides a loan within its scope of business for its normal business activities (but this should not lead to a decrease in the Company's net assets, or even a decrease was caused, such financial assistance is made available from the Company's distributable profits).</p>
23	<p>Chapter 4 Share Certificates and Register of Members</p>	<p>Title deleted</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
24	<p data-bbox="312 289 826 576">Article 47 A shareholder of the Company is a natural person, legal person other organization that can hold shares in listed companies in accordance with the requirements of the relevant law, rules of the State, who lawfully holds shares in the Company and whose name is recorded in the register of members.</p> <p data-bbox="312 576 826 757">A shareholder shall enjoy rights and assume obligations according to the class of shares held by him/her; shareholders who hold shares of the same class shall enjoy equal rights and assume equal obligations.</p> <p data-bbox="312 757 826 938">Article 48 The register of members shall be sufficient evidence substantiating that the shareholders hold the shares of the Company, unless there is evidence to the contrary.</p> <p data-bbox="312 938 826 1472">Article 37 Share certificates shall be signed by the chairman of the board of directors. In the event that the stock exchange on which the shares of the Company are listed requires the signatures of other senior management of the Company, the share certificates shall be signed by such other relevant senior management. Share certificates shall take effect after being affixed or printed with the Company seal. The affixture of the Company seal shall be authorized by the board of directors. The signatures of the chairman of the board of directors or other senior management of the Company on the share certificates may take the printed form.</p>	<p data-bbox="842 289 1359 651">Article 32 The Company establishes a register of members based on the vouchers provided by the securities registration and settlement institution, which is sufficient evidence to prove that shareholders hold the Company’s Shares. Shareholders shall enjoy rights and assume obligations according to the types of Shares they hold. Shareholders holding the same type of Shares shall have equal rights and assume the same obligations.</p> <p data-bbox="842 651 1359 1151">Share certificates shall be signed by the chairman. In the event that the stock exchange on which the shares of the Company are listed requires the signatures of other senior management of the Company, the share certificates shall be signed by such other relevant senior management. Share certificates shall take effect after being affixed or printed with the Company seal. The affixture of the Company seal shall be authorized by the board of directors. The signatures of the chairman or other senior management of the Company on the share certificates may take the printed form.</p> <p data-bbox="842 1151 1359 1332">If the Company’s shares are traded in a paperless form, the regulations of the securities regulatory body of the place where the shares of the Company are listed shall apply.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
25	<p>Article 42 Should the laws and regulations and the rules of the stock exchange and other normative documents contain provisions which stipulate on the period of closure of the register of shareholders prior to a shareholders' general meeting or the reference date set by the Company for the purpose of distribution of dividends, such provisions shall prevail.</p> <p>Article 49 When the Company needs to confirm the identity of shareholders for holding a general meeting, distributing dividends, conducting liquidation and engaging in other acts, the board of directors or the convenor of the general meeting shall determine the record date. Shareholders registered in the register of members after close of market on the record date shall be those shareholders entitled to the relevant rights and interests of shareholders of the Company.</p>	<p>Article 33 Should the laws and regulations and the rules of the stock exchange and other normative documents contain provisions which stipulate on the period of closure of the register of shareholders prior to a shareholders' general meeting or the reference date set by the Company for the purpose of distribution of dividends, such provisions shall prevail.</p> <p>When the Company needs to confirm the identity of shareholders for holding a general meeting, distributing dividends, conducting liquidation and engaging in other acts, the board of directors or the convenor of the general meeting shall determine the record date. Shareholders registered in the register of members after close of market on the record date shall be those shareholders entitled to the relevant rights and interests of shareholders of the Company.</p>
26	<p>Article 36 Share certificates of the Company shall be in registered form.</p> <p>In addition to providing information required by the Company Law, share certificates of the Company shall also contain any other data specified by the stock exchanges where the shares of the Company are listed.</p> <p>Article 38 The Company shall create a register of members based on the evidence provided by a share registry to record the following particulars:</p> <p>(1) the name, address (residence), occupation or type of each shareholder;</p> <p>(2) the class and number of shares held by each shareholder;</p> <p>(3) the amount paid or payable for the shares held by each shareholder;</p> <p>(4) the serial numbers of the shares held by each shareholder;</p> <p>(5) the date of registering as a shareholder by each shareholder; and</p> <p>(6) the date of terminating as a shareholder by each shareholder.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>Article 39 The Company may, in accordance with the understanding or agreement reached between the securities regulatory body under the State Council and the local securities regulatory body at the place of overseas listing, keep the register of holders of overseas listed foreign shares at the location where such shares were listed, and may appoint a local foreign agency at the place of overseas listing to manage it. The register of holders of H shares shall be kept in Hong Kong.</p> <p>A copy of the register of holders of overseas listed foreign shares shall be made available at the Company's domicile; the appointed local foreign agency at the place of overseas listing shall at any time ensure the original and the copy of the register of holders of overseas listed foreign shares are consistent.</p> <p>In the event that the records in the original and the copy of the register of holders of overseas listed foreign shares are inconsistent, the original shall prevail.</p> <p>Article 40 The Company shall maintain a complete register of members.</p> <p>A register of members shall include the following parts:</p> <p>(1) a register of members, other than those prescribed in (2) and (3), kept at the Company's domicile;</p> <p>(2) the Company's register of holders of overseas listed foreign shares kept at the location of the stock exchange on which such shares are listed; and</p> <p>(3) a register of members, which the board of directors has decided that it shall be kept in other places for the needs of the listing of the shares of the Company.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>Article 41 Each section of the register of members shall not overlap with each other. In the event that the shares registered in a section of the register of members are transferred, they may not be registered to other sections of the register of members during the period of the registration.</p> <p>Alteration or rectification of any part of the register of members shall be made in accordance with the law of the jurisdiction where that part of the register of members is maintained.</p> <p>Article 43 In the event that any person has an objection to the register of members and asks for registering his/her name in or removing his/her name from the register of members, he/she may apply to a court of competent jurisdiction for correcting the register of members.</p> <p>All H shares, if they are fully paid-up, may be freely transferred pursuant to the Articles of Association. However, unless such transfer complies with the following requirements, the board of directors may refuse to recognize any instrument of transfer without providing any reason:</p> <p>(1) the instrument of transfer and other documents, which are related to and may affect the ownership of any registered securities, shall be registered, and a fee of HK\$2.50 or such higher amount as agreed by the Hong Kong Stock Exchange shall be paid to the Company for the registration of any instrument of transfer or other documents relating to or affecting the ownership of the shares;</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(2) the instrument of transfer is only related H shares;</p> <p>(3) a payable stamp duty has been paid for the instrument of transfer;</p> <p>(4) the related shares and other evidence, as reasonably requested by the board of directors, proving the transferor has the right to transfer such shares shall be submitted;</p> <p>(5) the number of joint holders shall not exceed four in the event that shares are intended to be transferred to joint holders; or</p> <p>(6) the shares are free from any lien of the Company.</p> <p>All the transfers of H shares shall be effected by written instruments of transfer in an ordinary or common form or in any other form acceptable to the board of directors (including the standard transfer format or form of transfer provided by Hong Kong Stock Exchange from time to time). The instruments of transfer may be signed by hand only or (where the transferor or transferee is a corporation) by the company seal. Where the transferor or transferee is a recognized clearing house (hereinafter referred to as “Recognized Clearing House”) as defined by the relevant regulations under the law of Hong Kong from time to time or its nominee, the form of transfer may be signed by hand or in a machine-imprinted format.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>Article 44 For any shareholder who is registered in the register of members or any person who asks for registering his/her name in the register of members, if his/her share certificates (i.e. “original share certificates”) are lost, he/she may apply to the Company for issuing duplicate share certificates in respect of those shares (the “underlying share certificates”).</p> <p>Application by a holder of domestic shares for issuance of a duplicate share certificate due to loss of the same shall be dealt with pursuant to the Company Law.</p> <p>In the event that a holder of overseas listed foreign shares has lost his/her share certificates and applies for issuing duplicate share certificates, he/she shall handle the matter in accordance with the law of the place where the original register of holders of overseas listed foreign shares is maintained, the rules of the stock exchange or other relevant stipulations.</p> <p>Application for replacement of lost share certificates made by a H shareholder shall be subject to the following requirements:</p> <p>(1) The applicant must file an application in the standard format designated by the Company and attach a notarial certificate or a statutory declaration document. The notarial certificate or statutory declaration document must contain particulars such as the reasons of the applicant for the application, details of how the share certificates were lost and evidence thereon, as well as a statement setting out that there are no other persons who have asked for registering as shareholders in respect of the underlying shares.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(2) Before the Company decides to issue duplicate share certificates, it has not received any statement from any persons other than the applicant requesting for registering as shareholders of those shares.</p> <p>(3) After the Company decides to issue duplicate share certificates to the applicant, it shall publish an announcement in the newspapers designated by the board of directors on its preparations to issue duplicate share certificates for a period of 90 days. The announcement shall be republished at least once every 30 days.</p> <p>(4) Before the Company publishes an announcement on its preparations to issue duplicate share certificates, it shall submit a copy of the announcement to Hong Kong Stock Exchange on which it is listed, and may immediately publish it after receiving a reply from the stock exchange confirming that the announcement has been posted on the stock exchange. The announcement shall be posted on the stock exchange for a period of 90 days.</p> <p>In the event that an application for the issuance of duplicate share certificates is not approved by the shareholder of the underlying shares recorded in the register, the Company shall mail a copy of the announcement to be published to the shareholder.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(5) Upon expiry of the period of 90 days for the publication of the announcement prescribed in (3) and (4) hereof, the Company may issue duplicate share certificates based on the application made by the applicant in the event that it has not received any objection from any person to the issuance of duplicate share certificates.</p> <p>(6) When the Company issues duplicate share certificates hereunder, it shall immediately cancel the original share certificates, and have the cancellation and replacement recorded in the register of members.</p> <p>(7) All expenses of the Company incurred from the cancellation of the original share certificates and issuance of duplicate share certificates shall be borne by the applicant. The Company has the right to refuse to take any action unless the applicant provides reasonable security.</p> <p>Article 45 After the Company issues duplicate share certificates in accordance with the requirements of the Articles of Association, the name of the bona fide purchaser who has obtained such duplicate share certificates or the shareholder subsequently registered as the owner of such duplicate share certificates (in the case of bona fide purchaser) may not be removed from the register of members.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>Article 46 The Company shall not be under any obligations to compensate any person who incurs damages as a result of the cancellation of the original share certificates or the issuance of the duplicate share certificates, unless the person can prove that the Company has fraudulent conduct. The joint holders of any shares shall jointly or severally assume the liability to pay for all amounts payable for the relevant shares. In the event that one of the joint holders has passed away, only the surviving shareholder(s) shall be deemed by the Company to have the ownership of the underlying shares. However, the board of directors has the right to require such surviving persons to provide a death certificate as deemed appropriate by the board of directors for the purpose of amending the register of members. In respect of the joint holders of any shares, only the joint holder who stands first on the register of members has the right to take over the share certificates of the underlying shares from the Company, receive notices from the Company, attend general meetings of the Company and exercise voting rights. Any notices served to the aforesaid person shall be deemed to have been served to all joint holders of the underlying shares.</p>	<p>Deleted</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
27	<p>Article 50 A shareholder of the Company shall be entitled to the following rights:</p> <p>(1) receive dividends and benefit distributions in other forms according to the portion of shares he/she holds;</p> <p>(2) make a request to, convene, preside over and attend or appoint a proxy to attend a general meeting, and exercise the corresponding voting rights in accordance with the law;</p> <p>(3) petition the people’s court to establish the particulars of a resolution passed at a board meeting or a general meeting as invalid;</p> <p>(4) lodge legal actions with the people’s court to safeguard the Company’s or shareholders’ legal interests in accordance with the law;</p> <p>(5) carry out supervision of the Company’s operations, and make recommendations or raise questions;</p> <p>(6) transfer, grant or pledge the shares he/she holds in accordance with the law, administrative regulations and the provisions of the Company’s Articles of Association;</p> <p>(7) access relevant information in accordance with the law, administrative regulations and the provisions of the Company’s Articles of Association, including:</p> <p>1. obtaining the Company’s Articles of Association upon payment of cost expenses;</p>	<p>Article 34 A shareholder of the Company shall be entitled to the following rights:</p> <p>(1) receive dividends and benefit distributions in other forms according to the portion of shares he/she holds;</p> <p>(2) make a request to hold, convene, preside over and attend or appoint a proxy to attend a general meeting, and exercise the corresponding voting rights in accordance with the law;</p> <p>(3) carry out supervision of the Company’s operations, and make recommendations or raise questions;</p> <p>(4) transfer, grant or pledge the shares he/she holds in accordance with the law, administrative regulations and the provisions of the Company’s Articles of Association;</p> <p>(5) to review and copy the Articles of Association, register of shareholders, minutes of shareholders’ meetings, resolutions of the board of directors, and the financial reports; and shareholders who comply with the requirements may request to inspect the accounting books and accounting vouchers of the Company;</p> <p>(6) participation in the distribution of the remaining property of the Company according to the portion of shares he/she holds at the time when the Company ceases operation or goes into liquidation;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
	<p>2. upon payment of a reasonable fee, having the right to gain access to and make copies of:</p> <p>(1) all parts of the register of members;</p> <p>(2) personal information of the directors, supervisors, presidents and other senior management of the Company, including:</p> <p>(a) current and former name and alias;</p> <p>(b) principal address (place of residence);</p> <p>(c) nationality;</p> <p>(d) full-time jobs and all other part-time jobs and positions;</p> <p>(e) identification documents and the numbers thereof.</p> <p>(3) details of the Company's share capital;</p> <p>(4) reports showing the total par value, quantity, the maximum and minimum prices of each class of securities repurchased by the Company since the last fiscal year, and the aggregate amount paid for such repurchase(s);</p> <p>(5) the counterfoils of corporate bonds, minutes of general meetings, resolutions of the board of directors, resolutions of the supervisory committee, as well as financial and accounting reports.</p>	<p>(7) those shareholders who object to a resolution made at a general meeting on the merger or spin-off of the Company shall have the right to request the Company to purchase their shares;</p> <p>(8) other rights conferred by the law, administrative regulations, and the Company's Articles of Association.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
	<p>(8) participation in the distribution of the remaining property of the Company according to the portion of shares he/she holds at the time when the Company ceases operation or goes into liquidation;</p> <p>(9) those shareholders who object to a resolution made at a general meeting on the merger or spin-off of the Company shall have the right to request the Company to purchase their shares;</p> <p>(10) shareholder(s) individually or jointly holding more than 3% of the Company's shares shall have the right to submit proposed resolutions to a general meeting, unless otherwise specified in the Company law, Securities Law and the Articles of Association; and</p> <p>(11) other rights conferred by the law, administrative regulations, and the Company's Articles of Association.</p>	

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
28	<p>Article 51 In the event that a shareholder wants to access the relevant information as described in the preceding article, or to obtain information, he/she shall provide a written document to the Company proving the class and number of shares of the Company he/she holds. Such information shall be provided to the shareholder at his/her request after the Company verifies the identity of the shareholder.</p>	<p>Article 35 In the event that a shareholder wants to access and copy the relevant information as described in the preceding article, or to obtain information, he/she shall comply with the provisions of the Company Law, the Securities Law and other laws and administrative regulations, and provide a written document to the Company proving the class and number of shares of the Company he/she holds. Such information shall be provided to the shareholder at his/her request after the Company verifies the identity of the shareholder.</p> <p>If a shareholder who meets the requirements requests to inspect the accounting books and accounting vouchers of the Company, he/she shall submit a request in writing to the Company and state its purposes. If the Company, on reasonable grounds, considers that the shareholders are inspecting the account books and accounting documents for improper purposes and may result in damage to the Company's legitimate interests, the Company may refuse the inspection and make written response to the shareholders stating its reasons within 15 days upon delivery of the written request by the shareholders. If the Company refuses the inspection, the shareholders may initiate proceedings in the People's Court.</p> <p>Shareholders shall comply with the requirements of laws and administrative regulations on the protection of state secrets, trade secrets, personal privacy and personal information when inspecting and making copies of relevant information.</p>
29	<p>Article 52 A shareholder shall have the right to safeguard his/her legal interests through civil proceedings or other legal actions in accordance with the law, administrative regulations and the provisions of the Company's Articles of Association.</p>	<p>Article 36 In the event that the particulars of a resolution passed at a general meeting or a board meeting are in violation of the law or administrative regulations, a shareholder shall have the right to petition the people's court to establish such particulars as invalid.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
	<p>(1) In the event that the particulars of a resolution passed at a general meeting or a board meeting are in violation of the law or administrative regulations, a shareholder shall have the right to petition the people's court to establish such particulars as invalid.</p> <p>(2) In the event that the procedures for convening a general meeting or a board meeting, or the voting methods thereof are in violation of the law, administrative regulations or the Company's Articles of Association, or the particulars of a resolution are in violation of the Company's Articles of Association, a shareholder shall have the right to petition the people's court to make revocation within 60 days from the date of the resolution</p> <p>(3) In the event that a director or a senior management violates the law, administrative regulations or the provisions of the Company's Articles of Association when performing his/her duties, thus causing losses to the Company, shareholder(s) who either alone or jointly holding more than 1% of the Company's shares for more than 180 consecutive days may request, in writing, the supervisory committee of the Company to lodge legal actions with the people's court. In the event that a supervisor violates the law, administrative regulations or the provisions of the Company's Articles of Association when executing his/her duties, thus causing losses to the Company, the aforementioned shareholders may request, in writing, the board of directors to lodge legal actions with the people's court. In the event that the supervisory committee or the board of directors refuses to take legal actions upon receipt of the request in writing from the shareholders, or does not take legal actions within 30 days of receiving such a request, or any emergency or failure to take immediate legal actions will cause irreparable damage to the Company's interests of the Company, the aforementioned shareholders shall have the right to lodge legal actions with the people's court in their own names in the interests of the Company.</p>	<p>In the event that the procedures for convening a general meeting or a board meeting, or the voting methods thereof are in violation of the law, administrative regulations or the Company's Articles of Association, or the particulars of a resolution are in violation of the Company's Articles of Association, a shareholder shall have the right to petition the people's court to make revocation within 60 days from the date of the resolution, unless there is only a slight defect in the procedure for convening or the method of voting at the general meeting or Board meetings, which has no substantive impact on the resolution. Where the Board of Directors, shareholders and other stakeholders dispute the validity of a resolution of a shareholders' meeting, they shall promptly file a lawsuit with the people's court. Before the people's court makes a judgement or ruling such as revoking a resolution, the stakeholders shall execute the resolution of the shareholders' meeting. The Company, directors and senior management shall perform their duties diligently to ensure the normal operation of the Company.</p> <p>Where the people's court makes a judgement or ruling on a relevant matter, the Company shall fulfil its obligation to disclose the information in accordance with the laws, administrative regulations, the requirements of the securities regulatory authorities of the State Council and the stock exchange, fully explain the impact, and actively co-operate with the enforcement of the judgement or ruling after it has come into effect. Where corrections to prior events are involved, they will be handled in a timely manner and the corresponding information disclosure obligations will be fulfilled.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(4) In the event that some other persons infringe the legitimate rights and interests of the Company, thus causing losses to the Company, the shareholders prescribed in subsection (3) may lodge legal actions with the people's court in accordance with the provisions of said subsection.</p> <p>(5) In the event that a director or a senior management violates the law, administrative regulations or provisions of the Company's Articles of Association, thus causing damage to the interests of shareholders, shareholders may lodge legal actions with the people's court.</p> <p>(6) A shareholder who holds more than 10% of the voting rights of all shareholders may petition the people's court to dissolve the Company on the basis that there are serious difficulties in the operation and management of the Company whose subsistence will significantly jeopardize the shareholders' interests and that such difficulties cannot be resolved by any other means.</p>	<p>Article 37 Resolutions of a general meeting or a board meeting of the Company shall be invalid in any of the following circumstances:</p> <p>(1) the resolution was not made by a general meeting or a board meeting;</p> <p>(2) the resolution was not voted on at a general meeting or a board meeting;</p> <p>(3) the number of attendees of the meeting or their voting rights do not meet the quorum or the number of voting rights as required by the Company Law or the Articles of Association;</p> <p>(4) the number of attendees voting in favor of the resolution or their voting rights do not meet the quorum or the number of voting rights as required by the Company Law or the Articles of Association.</p> <p>Article 38 In the event that a director or a senior management, other than a member of the audit committee, violates the law, administrative regulations or the provisions of the company's articles of association when performing his/her duties, thus causing losses to the company, shareholder(s) who either alone or jointly holding more than 1% of the company's shares for more than 180 consecutive days may request, in writing, the audit committee of the company to lodge legal actions with the people's court. in the event that a member of the audit committee violates the law, administrative regulations or the provisions of the company's Articles of Association when executing his/her duties, thus causing losses to the Company, the aforementioned shareholders may request, in writing, the board of directors to lodge legal actions with the people's court.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
		<p>In the event that the audit committee or the board of directors refuses to take legal actions upon receipt of the request in writing from the shareholders, or does not take legal actions within 30 days of receiving such a request, or any emergency or failure to take immediate legal actions will cause irreparable damage to the Company's interests of the Company, the aforementioned shareholders shall have the right to lodge legal actions with the people's court in their own names in the interests of the Company.</p> <p>In the event that some other persons infringe the legitimate rights and interests of the Company, thus causing losses to the Company, the shareholders prescribed in paragraph 1 of this Article may lodge legal actions with the people's court in accordance with the provisions of said paragraph 1.</p> <p>Where the directors, supervisors or senior management of a wholly-owned subsidiary of the Company violate the provisions of laws, administrative regulations or the Articles of Association during the performance of their duties and cause losses to the Company, or if any third parties infringe upon the legitimate rights and interests of a wholly-owned subsidiary of the Company and cause losses, the shareholders severally or jointly holding 1% or more of the Company's shares for a period of 180 consecutive days or longer, in accordance with the provisions of the first three paragraphs of Article 189 of the Company Law, are entitled to request the supervisory committee (or supervisors, the audit committee) or board of directors of the wholly-owned subsidiary to initiate legal proceedings with the people's court in writing or directly initiate legal proceedings with the people's court in its own name.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
30	<p>Article 53 A shareholder of the Company shall undertake the following obligations:</p> <p>(1) comply with the Company's Articles of Association;</p> <p>(2) shall not abuse the rights of a shareholder to prejudice the interests of the Company or other shareholders; shall not abuse the Company's independent status of legal person and shareholders' limited liability to prejudice the interests of the Company's creditors;</p> <p>(3) pay equity capital according to his/her shares subscribed and the method of equity capital injection;</p> <p>(4) may not withdraw equity shares unless provided by the law or administrative regulations; and</p> <p>(5) other obligations to be undertaken as prescribed by the law, administrative regulations and the Company's Articles of Association.</p> <p>In the event that a shareholder of the Company abuses his/her rights, thus causing losses to the Company or other shareholders, he/she shall be liable for compensation in accordance with the law.</p> <p>In the event that a shareholder of the Company abuses the Company's independent status of legal person and shareholders' limited liability to evade debts, thus seriously prejudicing the interests of the Company's creditors, he/she shall assume the joint and several liability for the Company's debts.</p>	<p>Article 40 A shareholder of the Company shall undertake the following obligations:</p> <p>(1) comply with the laws, administrative regulations and the Company's Articles of Association;</p> <p>(2) shall not abuse the rights of a shareholder to prejudice the interests of the Company or other shareholders; shall not abuse the Company's independent status of legal person and shareholders' limited liability to prejudice the interests of the Company's creditors;</p> <p>(3) pay equity capital according to his/her shares subscribed and the method of equity capital injection;</p> <p>(4) may not withdraw equity unless provided by the law or administrative regulations; and</p> <p>(5) other obligations to be undertaken as prescribed by the law, administrative regulations and the Company's Articles of Association.</p> <p>In the event that a shareholder of the Company abuses his/her rights, thus causing losses to the Company or other shareholders, he/she shall be liable for compensation in accordance with the law.</p> <p>In the event that a shareholder of the Company abuses the Company's independent status of legal person and shareholders' limited liability to evade debts, thus seriously prejudicing the interests of the Company's creditors, he/she shall assume the joint and several liability for the Company's debts.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
31	<p>Article 54 In the event that a shareholder holding more than 5% of the voting shares of the Company pledges the shares he/she holds, he/she shall report to the Company in writing on the date of making the pledge.</p>	Deleted
32	<p>Article 55 The controlling shareholders, de facto controllers, directors, supervisors and senior management of the Company shall not prejudice the Company's interests by taking advantage of their connections.</p> <p>They shall be liable for compensation for losses caused to the Company as a result of their violation of the preceding paragraph.</p>	<p>Article 39 In the event that a director or a senior management violates the law, administrative regulations or provisions of the Company's Articles of Association, thus causing damage to the interests of shareholders, shareholders may lodge legal actions with the people's court.</p>
33	<p>Article 56 The controlling shareholders and de facto controllers of the Company shall act in good faith towards the Company and other shareholders. The controlling shareholders shall exercise the rights of an investor in strict compliance with the law. They shall not prejudice the legitimate rights and interests of the Company and other shareholders by means of connected transactions, distribution of profits, restructuring of assets, external investment, appropriation of funds, loan guarantees and other means, and they shall not prejudice the interests of the Company and other shareholders by taking advantage of their controlling position.</p> <p>The controlling shareholders, in the exercise of their powers, shall not make any decision on the following issues to jeopardize the interests of all or some of the shareholders as a result of exercising their rights to vote:</p>	<p>Article 41 The controlling shareholder or the person who exercises effective control over the Company shall exercise rights and perform obligations in accordance with the laws and administrative regulations, the provisions of the securities regulatory authorities of the State Council and the stock exchanges and safeguard the interests of the listed company in accordance with the law.</p> <p>Article 42 The controlling shareholder or the person who exercises effective control over the Company shall comply with the following provisions:</p> <p>(1) They shall exercise shareholders' rights in accordance with the law and shall not abuse their controlling rights or take advantage of their connected relationship to undermine the lawful rights and interests of the Company or other shareholders;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(1) exempting the liability of a director or supervisor from acting in good faith for the best interests of the Company;</p> <p>(2) approving a director or supervisor (for his/her own or others' benefits) of depriving the property of the Company in any way, including (but not limited to) any opportunity beneficial to the Company; or</p> <p>(3) approving a director or supervisor (for his/her own or others' benefits) of depriving the personal rights and interests of other shareholders, including (but not limited to) any distribution rights and voting rights, but excluding corporate restructuring submitted to a general meeting for approval in accordance with the Company's Articles of Association.</p> <p>The controlling shareholders and the Company shall have separate staff, assets and financial management, and have independent organisation and operations; they shall have their audit independently, and shall each bear their respective responsibilities and risks.</p>	<p>(2) They shall stringently fulfill the public declarations and undertakings they made and shall not alter or waive such declarations or undertakings in a unilateral manner;</p> <p>(3) They shall strictly perform the obligation of information disclosure in accordance with pertinent provisions and shall actively cooperate with the Company to procure proper information disclosure, notifying the Company in a timely manner of material matters that have occurred or will likely incur;</p> <p>(4) They shall not appropriate the funds of the Company in any manner;</p> <p>(5) They shall not order by coercion, instruct or demand the Company and relevant staff to provide guarantee in violation of laws or regulations;</p> <p>(6) They shall not take advantage of the possession of unannounced material information of the Company for their gain, or divulge unannounced material information relating to the Company in any manner, or be engaged in illegal or illicit acts such as inside dealing, short-term dealing or market manipulation;</p> <p>(7) They shall not compromise the lawful rights and interests of the Company and other shareholders through any means, such as unfair connected transaction, profit allocation, asset reorganisation, and investment in third parties;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
		<p>(8) They shall guarantee the integrity of the Company's assets and the Company's independence in terms of staffing, finance, organisation and business, and shall not affect the independence of the Company in any manner;</p> <p>(9) Other provisions under the laws, administrative regulations, the provisions of the securities regulatory authorities of the State Council and the rules of the stock exchanges and Articles of Association.</p> <p>Where the controlling shareholder or de facto controller of the Company who does not serve as a director but actually attends to the affairs of the Company, shall comply with the provisions of this Articles of Association regarding the fiduciary duties and duty of care of directors.</p> <p>The controlling shareholder or de facto controller of the Company instructing a director or senior management to engage in acts that harm the interests of the Company or shareholders shall be liable jointly and severally with the director or senior management.</p> <p>Article 43 Where a controlling shareholder or the de facto controller pledges the shares of the Company that he/she holds or actually controls, he/she shall maintain the stability of the Company's control and production operations. Where a controlling shareholder or the de facto controller transfers the shares of the Company held by him/her, he/she shall comply with the restrictive provisions on the transfer of shares set out in the laws, administrative regulations, the regulations of the securities regulatory authorities of the State Council and the stock exchange, as well as his/her undertakings in respect of the restriction on the transfer of shares.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
34	<p>Article 57 The “controlling shareholder” referred to in the preceding article means a person who satisfies one of the following conditions:</p> <p>(1) a person who, acting alone or in concert with others, has the power to elect more than half of the members of the board of directors;</p> <p>(2) a person who, acting alone or in concert with others, has the power to exercise 30% or more of the voting rights of the Company or control the exercise of 30% or more of the voting rights of the Company;</p> <p>(3) a person who, acting alone or in concert with others, holds 30% or more of the outstanding shares of the Company; or</p> <p>(4) a person who, acting alone or in concert with others, has de facto control of the Company by any other means.</p>	<p>Article 232 Definitions</p> <p>(3) A controlling shareholder refers to a shareholder who holds more than 50% of the company’s total share capital; or a shareholder who, although holding less than 50% of the shares, has voting rights sufficient to substantially influence the resolutions of the shareholders’ meeting.</p>
35	<p>Article 58 A general meeting is the organ of power of the Company and shall lawfully exercise its powers as follows:</p> <p>(1) decide on the business policies and investment plans of the Company;</p> <p>(2) elect and replace directors and supervisors assumed by non-staff representative members; decide on the remuneration of the directors and supervisors;</p> <p>(3) consider and approve the report of the board of directors;</p> <p>(4) consider and approve the report of the supervisory committee;</p> <p>(5) consider and approve the Company’s annual budget and final accounts proposals;</p> <p>(6) consider and approve the Company’s profit distribution plan and loss recovery plan;</p> <p>(7) make a resolution on the increase or decrease of the registered capital of the Company;</p> <p>(8) make a resolution on the issuance of bonds by the Company;</p>	<p>Article 44 The general meeting of the Company is composed of all shareholders. A general meeting is the organ of power of the Company and shall lawfully exercise its powers as follows:</p> <p>(1) elect and replace directors assumed by non-staff representative members; decide on the remuneration of the directors;</p> <p>(2) consider and approve the report of the board of directors;</p> <p>(3) consider and approve the Company’s profit distribution plan and loss recovery plan;</p> <p>(4) make a resolution on the increase or decrease of the registered capital of the Company;</p> <p>(5) make a resolution on the issuance of bonds by the Company;</p> <p>(6) make a resolution on the merger, spin-off, change in corporate form, dissolution or liquidation of the Company;</p> <p>(7) amend the Company’s Articles of Association;</p> <p>(8) make a resolution on the Company’s engagement and dismissal of an accounting firm that undertakes the Company’s audit business;</p>

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No.	Before Amendment	After Amendment
	<p>(9) make a resolution on the merger, spin-off, change in corporate form, dissolution or liquidation of the Company;</p> <p>(10) amend the Company's Articles of Association;</p> <p>(11) make a resolution on the Company's engagement and dismissal of an accounting firm;</p> <p>(12) consider and approve changes in the use of the funds raised;</p> <p>(13) consider the Company's purchase, sale, or disposal of major assets or guarantees in excess of 30% of the Company's latest audited total assets within the previous year;</p> <p>(14) consider any guarantee provided after the total amount of external guarantees by the Company and its majority-owned subsidiaries reach or exceed 50% of the latest audited net assets. The guarantees provided by the Company for the mortgage of home purchasers shall not be included within the scope of external guarantees mentioned in this article;</p> <p>(15) consider guarantees, among the Company's external guarantees, provided for a target party whose asset-liability ratio is over 70%;</p> <p>(16) consider external guarantees with a single guaranteed amount in excess of 10% of the Company's latest audited net assets;</p> <p>(17) consider any guarantee provided to the Company's shareholders, de facto controllers and their related parties by the Company;</p> <p>(18) consider and approve the Company's equity incentive plan; and</p> <p>(19) consider other matters on which resolutions shall be made by a general meeting as required by the provisions of the law, regulations, rules of the stock exchange and the Company's Articles of Association.</p>	<p>(9) consider and approve changes in the use of the funds raised;</p> <p>(10) consider the Company's purchase, sale, or disposal of major assets or guarantees provided to others in excess of 30% of the Company's latest audited total assets within the previous year;</p> <p>(11) consider any guarantee provided after the total amount of external guarantees by the Company and its majority-owned subsidiaries reach or exceed 50% of the latest audited net assets. The guarantees provided by the Company for the mortgage of home purchasers shall not be included within the scope of external guarantees mentioned in this article;</p> <p>(12) consider any guarantee provided after the total amount of external guarantees by the Company exceed 30% of the latest audited total assets;</p> <p>(13) consider guarantees, among the Company's external guarantees, provided for a target party whose asset-liability ratio is over 70%;</p> <p>(14) consider external guarantees with a single guaranteed amount in excess of 10% of the Company's latest audited net assets;</p> <p>(15) consider any guarantee provided to the Company's shareholders, de facto controllers and their related parties by the Company;</p> <p>(16) consider and approve the Company's equity incentive plan and employee shareholding plans; and</p> <p>(17) consider other matters on which resolutions shall be made by a general meeting as required by the provisions of the law, regulations, rules of the stock exchange and the Company's Articles of Association.</p> <p>The general meeting may delegate the Board to resolve on the issuance of corporate bonds.</p>

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No.	Before Amendment	After Amendment
36	<p>Article 59 To standardize operating procedures and to maximize the function of a general meeting, the board of directors has formulated the Procedural Rules for the General Meeting, which are attached to the Articles of Association as appendix and are subject to the approval of a general meeting. The said rules set out the procedures of convention and voting in respect of a general meeting, including notices, registration, consideration of and voting on proposals, vote counting, announcement on voting results, the resolution approval process, minutes, signing and announcements of the meeting, and other matters, as well as the principles for granting authorisation to the board of directors at the general meeting and the specific details on the scope of authorisation. If the shareholders' general meeting authorizes the board of directors or other organizations and individuals to exercise other powers on its behalf, it shall comply with relevant laws and regulations, the rules of the stock exchange, other normative documents and the Articles of Association.</p>	<p>Article 45 To standardize operating procedures and to maximize the function of a general meeting, the board of directors has formulated the Procedural Rules for the General Meeting, which are attached to the Articles of Association as appendix and are subject to the approval of a general meeting. The said rules set out the procedures of convocation, convention and voting in respect of a general meeting, including notices, registration, consideration of and voting on proposals, vote counting, announcement on voting results, the resolution approval process, minutes, signing and announcements of the meeting, and other matters, as well as the principles for granting authorisation to the board of directors at the general meeting and the specific details on the scope of authorisation. If the shareholders' general meeting authorizes the board of directors or other organizations and individuals to exercise other powers on its behalf, it shall comply with relevant laws and regulations, the rules of the stock exchange, other normative documents and the Articles of Association.</p>
37	<p>Article 60 General meetings include annual general meetings and extraordinary general meetings. The annual general meeting shall be convened at least once a year, and held within six months after the end of the previous accounting year.</p>	<p>Article 46 General meetings include annual general meetings and extraordinary general meetings. The annual general meeting shall be convened once a year, and held within six months after the end of the previous accounting year.</p>

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No.	Before Amendment	After Amendment
38	<p>Article 61 The Company shall convene an extraordinary general meeting within two months of the occurrence of any one of the following events:</p> <p>(1) when the total number of directors is less than the number prescribed by the Company Law or less than two-thirds of the number required by the Company's Articles of Association;</p> <p>(2) when the amount of the losses that the Company has left unrecouped reaches one-third of the total share capital actually received;</p> <p>(3) when a shareholder individually holding, or the shareholders together holding, more than 10 per cent of the Company's shares request(s) to convene such a meeting;</p> <p>(4) when the board of directors deems it necessary;</p> <p>(5) when the supervisory committee proposes to convene such a meeting;</p> <p>(6) when it is proposed by more than half of the independent directors, and considered and approved by the board of directors; or</p> <p>(7) when other situations stipulated by the laws, administrative regulations, departmental rules or the Company's Articles of Association occur.</p> <p>The shareholding mentioned in subsection (3) is calculated on the date of notice to general meeting. However, prior to the announcement of the resolutions approved at the general meeting, the number of the Company's shares individually or jointly held by the shareholders mentioned in subsection (3) shall not be lower than 10% of the total number of the Company's shares with voting rights; should the shareholding is less than 10%, resolutions passed at the extraordinary general meeting will become invalid.</p>	<p>Article 47 The Company shall convene an extraordinary general meeting within two months of the occurrence of any one of the following events:</p> <p>(1) when the total number of directors is less than the number prescribed by the Company Law or less than two-thirds of the number required by the Company's Articles of Association;</p> <p>(2) when the amount of the losses that the Company has left unrecouped reaches one-third of the total share capital;</p> <p>(3) when a shareholder individually holding, or the shareholders together holding, more than 10 per cent of the Company's shares request(s) to convene such a meeting;</p> <p>(4) when the board of directors deems it necessary;</p> <p>(5) when the audit committee proposes to convene such a meeting;</p> <p>(6) when it is proposed by more than half of the independent directors, and considered and approved by the board of directors; or</p> <p>(7) when other situations stipulated by the laws, administrative regulations, departmental rules or the Company's Articles of Association occur.</p> <p>The shareholding mentioned in subsection (3) is calculated on the date of notice to general meeting. However, prior to the announcement of the resolutions approved at the general meeting, the number of the Company's shares individually or jointly held by the shareholders mentioned in subsection (3) shall not be lower than 10% of the total number of the Company's shares with voting rights; should the shareholding is less than 10%, resolutions passed at the extraordinary general meeting will become invalid.</p>

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No.	Before Amendment	After Amendment
39	<p>Article 62 The Company shall hold general meetings at its domicile or specific location set out in the notice of the general meeting of the Company. A meeting venue will be established for general meetings and meetings shall be held on site. The Company will also enable shareholders to have access to the general meeting by online voting. The shareholders that have participated in the meeting through access of any aforesaid means shall be deemed as present at the meeting.</p>	<p>Article 48 The Company shall hold general meetings at its domicile or specific location set out in the notice of the general meeting of the Company. A meeting venue will be established for general meetings and meetings shall be held on site and may also be convened simultaneously by means of electronic communication. The Company will also enable shareholders to have access to the general meeting by online voting. The shareholders that have participated in the meeting through access of any aforesaid means shall be deemed as present at the meeting.</p>
40	<p>Article 63 When the Company holds a general meeting, a lawyer shall be engaged to present legal opinions on the following matters and make an announcement:</p> <p>(1) whether or not the procedures for convening and holding the meeting are in compliance with the law, administrative regulations, and the Articles of Association;</p> <p>(2) whether or not the qualifications of the members present at the meeting, and of the convenor are lawful and valid;</p> <p>(3) whether or not the voting procedures at the meeting and the voting results are lawful and valid; and</p> <p>(4) legal opinions to be presented on other relevant matters at the request of the Company.</p>	<p>Article 49 When the Company holds a general meeting, a lawyer shall be engaged to present legal opinions on the following matters and make an announcement:</p> <p>(1) whether or not the procedures for convening and holding the meeting are in compliance with the provisions of laws, administrative regulations, and the Articles of Association;</p> <p>(2) whether or not the qualifications of the members present at the meeting, and of the convenor are lawful and valid;</p> <p>(3) whether or not the voting procedures at the meeting and the voting results are lawful and valid; and</p> <p>(4) legal opinions to be presented on other relevant matters at the request of the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
41	—	Article 50 The Board of Directors shall convene the general meeting on time within the specified period.
42	<p>Article 65 More than half of the independent directors shall have the right to propose to the board of directors to convene an extraordinary general meeting. For such proposal, the board of directors shall, in accordance with the requirements of the law, administrative regulations and the Articles of Association, make a written response as to whether or not it agrees to convene an extraordinary general meeting, within 10 days upon receipt of such proposal.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed; if the board of directors does not agree to convene the extraordinary general meeting, it shall make an announcement with relevant explanations.</p>	<p>Article 51 Subject to the consent of more than half of all the independent directors, the independent directors shall have the right to propose to the board of directors to convene an extraordinary general meeting. For such proposal, the board of directors shall, in accordance with the requirements of the law, administrative regulations and the Articles of Association, make a written response as to whether or not it agrees to convene an extraordinary general meeting, within 10 days upon receipt of such proposal.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed; if the board of directors does not agree to convene the extraordinary general meeting, it shall make an announcement with relevant explanations.</p>

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No.	Before Amendment	After Amendment
43	<p>Article 66 The supervisory committee shall have the right to propose to the board of directors to convene an extraordinary general meeting. Such proposal shall be made in writing. The board of directors shall make a written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the proposal in accordance with the requirements of the law, administrative regulations and the Articles of Association.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed. Changes made to the original proposal in the notice shall be approved by the supervisory committee.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the proposal, it shall be deemed that the board of directors is unable or fail to fulfil its responsibilities to convene the general meeting. The supervisory committee can hereby convene and preside the general meeting by itself.</p>	<p>Article 52 The audit committee shall propose to the board of directors to convene an extraordinary general meeting. Such proposal shall be made in writing. The board of directors shall make a written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the proposal in accordance with the requirements of the law, administrative regulations and the Articles of Association.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed. Changes made to the original proposal in the notice shall be approved by the audit committee.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the proposal, it shall be deemed that the board of directors is unable or fail to fulfil its responsibilities to convene the general meeting. The audit committee can hereby convene and preside the general meeting by itself.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
44	<p>Article 67 The shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to request the board of directors to convene an extraordinary general meeting. Such request shall be made in writing. The board of directors shall make a written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the request in accordance with the requirements of the law, administrative regulations and the Articles of Association.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days after the resolution of the board of directors is passed. Changes made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the request, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to propose to the supervisory committee to convene the extraordinary general meeting. Such request shall be made in writing.</p> <p>If the supervisory committee agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days upon receipt of the request. Changes made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the supervisory committee fails to issue a notice of the general meeting within a specified period, it shall be deemed that the supervisory committee shall not convene and preside the general meeting, the shareholder(s) holding individually or collectively 10% or more of the shares of the Company for 90 days consecutively may convene and preside over the meeting by himself/herself/themselves.</p>	<p>Article 53 The shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to request the board of directors to convene an extraordinary general meeting. Such request shall be made in writing. The board of directors shall make a written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the request in accordance with the requirements of the law, administrative regulations and the Articles of Association.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days after the resolution of the board of directors is passed. Changes made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the request, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to propose to the audit committee to convene the extraordinary general meeting. Such request shall be made in writing.</p> <p>If the audit committee agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days upon receipt of the request. Changes made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the audit committee fails to issue a notice of the general meeting within a specified period, it shall be deemed that the audit committee shall not convene and preside the general meeting, the shareholder(s) holding individually or collectively 10% or more of the shares of the Company for 90 days consecutively may convene and preside over the meeting by himself/herself/themselves.</p>

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No.	Before Amendment	After Amendment
45	<p>Article 68 If the supervisory committee or shareholders decide(s) to convene the extraordinary general meeting by itself/themselves, it/they shall issue a written notice to the board of directors and file with the agency of the securities regulatory body under the State Council where the Company is located and the stock exchange.</p> <p>Prior to the announcement of the resolutions of the general meeting, the shares held by the convening shareholder(s) shall not be less than 10% of the shares of the Company.</p> <p>The convening shareholders shall provide relevant evidence to the agency of the securities regulatory body under the State Council where the Company is located and to the stock exchange at the time the notice of general meeting is issued and the announcement of the resolutions of the general meeting is made.</p>	<p>Article 54 If the audit committee or shareholders decide(s) to convene the extraordinary general meeting by itself/themselves, it/they shall issue a written notice to the board of directors and file with the stock exchange.</p> <p>Prior to the announcement of the resolutions of the general meeting, the shares held by the convening shareholder(s) shall not be less than 10% of the shares of the Company.</p> <p>The audit committee or convening shareholders shall provide relevant evidence to the stock exchange at the time the notice of general meeting is issued and the announcement of the resolutions of the general meeting is made.</p>
46	<p>Article 69 As for the general meeting convened by the supervisory committee or shareholders, the board of directors and the secretary to the board of directors shall coordinate accordingly. The board of directors shall provide the register of members as of the record date.</p>	<p>Article 55 As for the general meeting convened by the audit committee or shareholders, the board of directors and the secretary to the board of directors shall coordinate accordingly. The board of directors shall provide the register of members as of the record date.</p>
47	<p>Article 70 All necessary expenses incurred by the supervisory committee or the shareholders to convene a general meeting shall be assumed by the Company.</p>	<p>Article 56 All necessary expenses incurred by the audit committee or the shareholders to convene a general meeting shall be assumed by the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
48	<p>Article 72 The board of directors, the supervisory committee, and shareholder(s) individually or jointly holding more than 3% of the Company's shares shall have the right to submit to the Company proposed resolutions at a general meeting of the Company.</p> <p>The shareholder(s) individually or jointly holding more than 3% of the Company's shares may submit extra proposed resolutions in writing to the convenor of a general meeting 10 days prior to the meeting. The convenor shall issue a supplementary notice of the general meeting and announce the contents of such extra proposed resolutions within 2 days after receipt thereof.</p> <p>Except as provided by the preceding paragraph, the convenor of a general meeting shall not amend the proposed resolutions set out in the notice of the meeting or add any new proposed resolutions subsequent to the issue of the notice of the general meeting.</p> <p>Proposals which are not specified in the notice of the general meeting or which do not comply with Article 71 of the Articles of Association shall not be voted on and resolved at the general meeting.</p>	<p>Article 58 The board of directors, the audit committee, and shareholder(s) individually or jointly holding more than 1% of the Company's shares shall have the right to submit to the Company proposed resolutions at a general meeting of the Company.</p> <p>The shareholder(s) individually or jointly holding more than 1% of the Company's shares may submit extra proposed resolutions in writing to the convenor of a general meeting 10 days prior to the meeting. The convenor shall issue a supplementary notice of the general meeting and announce the contents of such extra proposed resolutions within 2 days after receipt thereof, and submit the same to the general meeting for consideration, provided that the provisional proposals may not violate laws, administrative regulations or the provisions of the Articles of Association, or fall within the scope of authority of the general meeting.</p> <p>Except as provided by the preceding paragraph, the convenor of a general meeting shall not amend the proposed resolutions set out in the notice of the meeting or add any new proposed resolutions subsequent to the issue of the notice of the general meeting.</p> <p>Proposals which are not specified in the notice of the general meeting or which do not comply with the Articles of Association shall not be voted on and resolved at the general meeting.</p>

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No.	Before Amendment	After Amendment
49	<p>Article 73 A written notice of a general meeting shall be given at least 20 days before the annual general meeting is held, and a written notice of an extraordinary general meeting shall be given at least 15 days before the meeting is held by the convenor to all shareholders whose names appear in the register of members, specifying the matters to be considered at and the date and venue of the meeting. If provisions otherwise provided by the laws and regulations, the rules of the stock exchange and other normative documents, such provisions shall prevail.</p> <p>The notice of a general meeting shall be sent to shareholders (regardless of whether they are entitled to vote at the general meeting) by personal delivery or by prepaid post. The addresses of the recipients shall be such addresses as shown in the register of members. For holders of domestic shares, the notice of the general meeting may also be given by way of announcement. The announcement shall be published in one or more newspapers or website(s) designated by the securities regulatory authority under the State Council. Once such an announcement is made, all holders of domestic shares shall be deemed to have received the relevant notice of the general meeting. For holders of H shares, the notice of the general meeting and the relevant documents may also be given by way of publication on the website of the Hong Kong Stock Exchange in accordance with the “Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited” (hereinafter referred to as “Hong Kong Listing Rules”) and in compliance with the relevant procedures.</p>	<p>Article 59 An announcement of an annual general meeting shall be given by the convenor to all shareholders at least 20 days before the meeting is held and an announcement of an extraordinary general meeting shall be given by the convenor to all shareholders at least 15 days before the meeting is held. If provisions otherwise provided by the laws and regulations, the rules of the stock exchange and other normative documents, such provisions shall prevail.</p>

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No.	Before Amendment	After Amendment
50	<p>Article 74 The notice of general meeting shall include the following contents:</p> <p>(1) the date, venue, and duration of the meeting;</p> <p>(2) matters and resolutions to be considered at the meeting;</p> <p>(3) contain an express statement that a shareholder is entitled to attend at the general meeting, and to appoint proxies to attend and vote on his/her behalf at the meeting, and that a proxy need not be a shareholder of the Company;</p> <p>(4) the record date on which shareholders have the right to move attend the general meeting;</p> <p>(5) the names and telephone numbers of permanent contact persons for the affairs of the meeting; and</p> <p>(6) the time and place of serving a power of attorney of the voting proxy.</p> <p>Details of all proposals shall be fully and completely disclosed in the notice of the general meeting and its supplementary notice. In the event that independent directors are required to express their opinions on the matters to be discussed, a notice of general meeting or a supplementary notice shall, when given, also disclose the opinions and reasons of the independent directors.</p>	<p>Article 60 The notice of general meeting shall include the following contents:</p> <p>(1) the date, venue, and duration of the meeting;</p> <p>(2) matters and resolutions to be considered at the meeting;</p> <p>(3) contain an express statement that a shareholder is entitled to attend at the general meeting, and to appoint proxies in writing to attend and vote on his/her behalf at the meeting, and that a proxy need not be a shareholder of the Company;</p> <p>(4) the record date on which shareholders have the right to move attend the general meeting;</p> <p>(5) the names and telephone numbers of permanent contact persons for the affairs of the meeting; and</p> <p>(6) the time and place of serving a power of attorney of the voting proxy.</p> <p>Details of all proposals shall be fully and completely disclosed in the notice of the general meeting and its supplementary notice.</p>

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No.	Before Amendment	After Amendment
	<p>The notice of the general meeting and its supplementary notice shall provide shareholders with required information and explanations to enable the shareholders to make sensible decisions on the matters to be discussed. This policy shall include (but not limited to) the provision of specific conditions and contracts (if any) for a contemplated transaction at the time when the Company proposes a merger, repurchase of shares, reorganization of share capital or other reorganization, as well as the giving of serious explanations as a result of the causes and consequences thereof.</p> <p>In the event that any directors, supervisors, president or other senior management have a significant interest in the matters to be discussed, the nature and extent of such interest shall be disclosed in the notice of the general meeting and its supplementary notice; in the event that the impact of the matters to be discussed on the directors, supervisors, presidents and other senior management as shareholders is different from that on the other shareholders of the same class, the notice shall explain the difference.</p> <p>In the event that the Company provides to shareholders with an online voting system the shareholding meeting, the time and procedures for online voting, as well as matters to be considered shall be specifically stated in the notice of the general meeting.</p>	<p>In the event that the Company provides to shareholders with an online voting system the shareholding meeting, the time and procedures for online voting, as well as matters to be considered shall be specifically stated in the notice of the general meeting.</p>

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No.	Before Amendment	After Amendment
51	<p>Article 75 In the event that the election of directors and supervisors is to be discussed at a general meeting, the notice of the general meeting shall fully disclose details of candidates for the directors and supervisors, and shall at least include the following particulars:</p> <p>(1) their educational background, work experience, part-time jobs and other personal details;</p> <p>(2) whether or not they have any connections with the Company or the Company's controlling shareholders and de facto controllers;</p> <p>(3) the disclosed number of shares of the Company they hold; and</p> <p>(4) whether or not they have been penalized by the securities regulatory body under the State Council and other relevant departments, and disciplined by the stock exchange.</p> <p>Unless a director or supervisor is elected via the accumulative voting system, the election of each director or supervisor candidate shall be proposed as a separate proposal.</p>	<p>Article 61 In the event that the election of directors is to be discussed at a general meeting, the notice of the general meeting shall fully disclose details of candidates for the directors, and shall at least include the following particulars:</p> <p>(1) their educational background, work experience, part-time jobs and other personal details;</p> <p>(2) whether or not they have any connections with the Company or the Company's controlling shareholders and de facto controllers;</p> <p>(3) the disclosed number of shares of the Company they hold; and</p> <p>(4) whether or not they have been penalized by the securities regulatory authority under the State Council and other relevant departments, and disciplined by the stock exchange.</p> <p>Unless a director is elected via the accumulative voting system, the election of each director candidate shall be proposed as a separate proposal.</p>

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No.	Before Amendment	After Amendment
52	<p>Article 79 All shareholders recorded in the register on the record date shall have the right to attend general meetings, and exercise the rights to vote in accordance with the relevant law, regulations and the Articles of Association.</p> <p>A shareholder may attend a general meeting in person, and also may entrust one or more persons (not necessarily shareholder(s)) as his/her proxy(ies) to attend the meeting and vote on his/her behalf. Such proxy may exercise the following rights in accordance with the shareholder's entrustment:</p> <p>(1) the shareholder's right to speak at the general meeting;</p> <p>(2) the right to request by himself/herself or jointly with others to conduct a poll;</p> <p>(3) the right to vote by a show of hands or poll, except in circumstances where a shareholder has appointed more than one proxy, such proxies can only exercise the voting right by poll.</p> <p>If a shareholder is a recognized clearing house (or its agent) within the meaning of the Securities and Futures Ordinance of Hong Kong(Chapter 571 of Hong Kong laws), he/she may authorize one or more proxy(ies) as he/she thinks fit to act as his/her proxy(ies) at any general meeting (or class meeting of shareholders). However, if more than one proxies are appointed, the proxy form shall specify the number and class of shares represented by each of such proxies under the authorization. Such authorized proxies may exercise the right of the recognized clearing house (or their agent) as if they are individual shareholders of the Company.</p>	<p>Article 65 All shareholders recorded in the register on the record date shall have the right to attend general meetings, and exercise the rights to vote in accordance with the relevant law, regulations and the Articles of Association.</p> <p>A shareholder may attend a general meeting in person, and also may entrust the proxy(ies) (not necessarily shareholder(s)) as his/her proxy(ies) to attend the meeting and vote on his/her behalf. Such proxy may exercise the following rights in accordance with the shareholder's entrustment:</p> <p>(1) the shareholder's right to speak at the general meeting;</p> <p>(2) exercise of the voting right by poll.</p> <p>A recognized clearing house within the meaning of the Securities and Futures Ordinance of Hong Kong(Chapter 571 of Hong Kong laws) shall be entitled to appoint a proxy or company representative to attend any general meeting and meetings of creditors, who shall have the same legal rights as other shareholders, including the right to speak and vote.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
53	<p>Article 80 In the event that an individual shareholder attends a general meeting in person, he/she shall produce his/her own identity card or other valid documents or proof capable of identifying himself/herself, and stock account card. In the event that a proxy is appointed to attend the meeting for someone else, he/she shall produce his/her own valid identity documents and the power of attorney from the shareholder.</p> <p>For a legal person shareholder, its statutory representative or a proxy appointed by such statutory representative shall attend the meeting. In the event that the statutory representative attends the meeting, he/she shall produce his/her own identity card or valid proof capable of proving that he/she has the status of a statutory representative. In the event that the appointed proxy attends the meeting, he/she shall produce his/her own identity card and the written power of attorney issued by the statutory representative of the legal person shareholder according to law.</p>	<p>Article 66 In the event that an individual shareholder attends a general meeting in person, he/she shall produce his/her own identity card or other valid documents or proof capable of identifying himself/herself. In the event that a proxy attends the meeting for someone else, he/she shall produce his/her own valid identity documents and the power of attorney from the shareholder.</p> <p>For a shareholders who is a legal person or other organization, its statutory representative or a proxy duly authorized by such statutory representative, the board of directors or other decision-making bodies shall attend the meeting. In the event that the statutory representative attends the meeting, he/she shall produce his/her own identity card or valid proof capable of proving that he/she has the status of a statutory representative. In the event that the proxy attends the meeting, he/she shall produce his/her own identity card and the written power of attorney issued by the unit according to law.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
54	<p>Article 81 The appointment of proxy by a shareholder shall be made in writing, and signed by the appointer or by his/her attorney duly authorised in writing. If the principal is a legal person, the instrument shall be under its seal or under the hand of its director or other attorney duly authorised to sign the same.</p> <p>The power of attorney issued by a shareholder to appoint another person to attend a general meeting shall contain the following particulars:</p> <p>(1) the name of the proxy;</p> <p>(2) whether the proxy has the right to vote;</p> <p>(3) the instructions to vote in favour of or against, or to abstain from voting on each matter set out on the agenda of the general meeting;</p> <p>(4) the date and validity of the power of attorney; and</p> <p>(5) the signature (or seal) of the principal. If the principal is a legal person shareholder, the seal of the legal entity shall also be affixed.</p> <p>Such instrument shall state whether the proxy, in the absence of any specific instructions from the shareholder, may vote as he/she thinks fit, and such instrument shall state that the proxy, in the absence of any specific instructions from the shareholder, may vote as he/she thinks fit.</p>	<p>Article 67 The appointment of proxy by a shareholder shall be made in writing, and signed by the appointer or by his/her attorney duly authorised in writing.</p> <p>The power of attorney issued by a shareholder to appoint another person to attend a general meeting shall contain the following particulars:</p> <p>(1) the name of the principal, the class and number of shares of the Company held by him/her;</p> <p>(2) the name of the proxy;</p> <p>(3) specific instructions from shareholders, including the instructions to vote in favour of or against, or to abstain from voting on each matter set out on the agenda of the general meeting;</p> <p>(4) the date and validity of the power of attorney; and</p> <p>(5) the signature (or seal) of the principal. If the principal is a legal person shareholder, the seal of the legal entity shall also be affixed.</p>

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TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
55	<p>Article 82 Proxy forms shall be made present at least 24 hours prior to the meeting at which voting is to be carried out by proxy under the proxy forms or 24 hours prior to the designated voting time at the Company's domicile or elsewhere specified in the notice of the meeting. In the event that the proxy forms are signed by other persons authorized by the principal, the letter of authority authorizing the signatures or other authorization documents shall be notarized. Notarized letter of authority or other authorization documents together with the proxy forms shall be made available at the Company's domicile or elsewhere specified in the notice of the meeting.</p> <p>In the event that the principal is a legal person, its statutory representative or board of directors, or other person authorized by the resolution of its decision-making body shall represent it at the general meeting of the Company.</p>	<p>Article 68 Proxy forms shall be made present at least 24 hours prior to the meeting at which voting is to be carried out by proxy under the proxy forms or 24 hours prior to the designated voting time at the Company's domicile or elsewhere specified in the notice of the meeting. In the event that the proxy forms for voting are signed by other persons authorized by the principal, the letter of authority authorizing the signatures or other authorization documents shall be notarized. Notarized letter of authority or other authorization documents together with the proxy forms shall be made available at the Company's domicile or elsewhere specified in the notice of the meeting.</p>
56	<p>Article 84 An attendance register for the meeting shall be compiled by the Company. The attendance register shall list the name (or name of organisation), identity card number and home address of the attendants, the number of shares with voting rights held by the attendants or held on behalf of others, as well as the name of the principals (or name of organisation) and so on.</p>	<p>Article 70 An attendance register for the meeting shall be compiled by the Company. The attendance register shall list the name (or name of organisation), identity card number of the attendants, the number of shares with voting rights held by the attendants or held on behalf of others, as well as the name of the principals (or name of organisation) and so on.</p>
57	<p>Article 86 During a general meeting, all the directors and supervisors of the Company and secretary of the board of directors shall be present at the meeting. Senior management shall also attend the meeting. Save for the Company's trade secrets that cannot be disclosed at the general meeting, directors, supervisors and senior management shall answer or give explanation to any questions raised and suggestions made by shareholders.</p>	<p>Article 72 If the shareholders' meeting requires a director or senior management to attend the meeting, the director or senior management shall do so and shall answer the shareholders' inquiries.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
58	<p>Article 64 A general meeting shall be convened by the board of directors and chaired by the chairman of the board of directors. In the event that the chairman of the board of directors is unable or fails to perform his duties, the vice-chairman of the board of directors shall chair the meeting. In the event there is no vice-chairman of the board of directors, or the vice-chairman of the board of directors is unable or fails to perform his duties, a director jointly elected by more than half of the directors shall chair the meeting.</p> <p>Article 87 According to paragraphs 1 and 2, a general meeting convened by the supervisory committee on its own shall be chaired by the chairman of the supervisory committee. In the event that the chairman of the supervisory committee is unable to or fails to perform his duties, a supervisor jointly elected by more than half of the supervisors of the Company shall chair the meeting.</p> <p>A general meeting convened by shareholders on their own shall be chaired by a representative elected by the convenor.</p>	<p>Article 73 According to paragraphs 1 and 2, a general meeting shall be chaired by the chairman. In the event that the chairman is unable or fails to perform his duties, the vice-chairman shall chair the meeting. In the event there is no vice-chairman, or the vice-chairman is unable or fails to perform his duties, a director jointly elected by more than half of the directors shall chair the meeting.</p> <p>A general meeting convened by the audit committee on its own shall be chaired by the convenor of the Audit Committee. In the event that the convenor of the audit committee is unable to or fails to perform his duties, the meeting shall be presided over by a member of the audit committee nominated by a majority of the audit committee.</p> <p>A general meeting convened by shareholders on their own shall be chaired by the convenor or a representative elected by the convenor.</p>
59	<p>Article 88 At an annual general meeting, the board of directors and the supervisory committee shall report to the meeting on their work over the past year. Independent directors shall also present reports on their work at the meeting.</p>	<p>Article 74 At an annual general meeting, the board of directors shall report to the meeting on their work over the past year. Each independent director shall also present reports on their work at the meeting.</p>
60	<p>Article 90 When voting at a general meeting, a shareholder (including his/her proxy(ies)) shall exercise his/her voting rights in respect of the number of voting shares it represents. Each share shall have one vote. All shareholders or their proxies recorded in the register on the record date shall have the right to attend the general meeting and exercise the rights to vote in accordance with the relevant law, regulations and the Articles of Association.</p>	<p>Article 76 When voting at a general meeting, a shareholder (including his/her proxy(ies)) shall exercise his/her voting rights in respect of the number of voting shares it represents. Each share shall have one vote.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
61	<p>Article 91 Resolutions of the general meeting shall be divided into ordinary resolutions and special resolutions. To pass an ordinary resolution at a general meeting, votes representing a simple majority of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution. To pass a special resolution at a general meeting, votes representing more than two-thirds of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p>	<p>Article 77 Resolutions of the general meeting shall be divided into ordinary resolutions and special resolutions. To pass an ordinary resolution at a general meeting, votes representing a simple majority of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution. To pass a special resolution at a general meeting, votes representing more than two-thirds of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p>
62	<p>Article 92 The following matters shall be passed by way of ordinary resolutions at a general meeting:</p> <p>(1) the work report of the board of directors and the supervisory committee;</p> <p>(2) the board of directors' proposed profit distribution plan and loss recovery plan;</p> <p>(3) the appointment of directors assumed by non-staff representatives, the appointment and removal of supervisors assumed by non-staff representatives, and determination of the remuneration of the board of directors and supervisory committee and payment methods thereof;</p> <p>(4) the Company's annual budget and final accounts proposals;</p> <p>(5) the Company's annual report; and</p> <p>(6) matters other than those that are required to be passed by special resolution in accordance with the law, provisions of administrative regulations, or provisions of the Company's Articles of Association.</p>	<p>Article 78 The following matters shall be passed by way of ordinary resolutions at a general meeting:</p> <p>(1) the work report of the board of directors;</p> <p>(2) the board of directors' proposed profit distribution plan and loss recovery plan;</p> <p>(3) appointment and removal of members of the board of directors and their remuneration and payment methods thereof;</p> <p>(4) matters other than those that are required to be passed by special resolution in accordance with the law, provisions of administrative regulations, or provisions of the Company's Articles of Association.</p>

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No.	Before Amendment	After Amendment
63	<p>Article 93 The following matters shall be passed by way of special resolutions at a general meeting:</p> <p>(1) the Company’s increase or decrease of registered capital and issuance of any class of shares, warrants and other similar securities;</p> <p>(2) the Company’s purchase or sale of major assets or guarantee amount in excess of 30% of the Company’s latest audited total assets within the previous year;</p> <p>(3) the spin-off, merger, change in corporate form, dissolution and liquidation of the Company;</p> <p>(4) amendments to the Company’s Articles of Association;</p> <p>(5) equity incentive plans; and</p> <p>(6) other matters which are required to be passed by special resolution under the Company’s Articles of Association, and which are supposed to have a significant impact on the Company if they are passed by ordinary resolution at a general meeting.</p>	<p>Article 79 The following matters shall be passed by way of special resolutions at a general meeting:</p> <p>(1) the Company’s increase or decrease of registered capital and issuance of any class of shares, warrants and other similar securities;</p> <p>(2) the Company’s purchase or sale of major assets or guarantee amount provided to others in excess of 30% of the Company’s latest audited total assets within the previous year;</p> <p>(3) the spin-off, division, merger, dissolution and liquidation of the Company;</p> <p>(4) amendments to the Company’s Articles of Association;</p> <p>(5) equity incentive plans; and</p> <p>(6) other matters which are required to be passed by special resolution under the Company’s Articles of Association, and which are supposed to have a significant impact on the Company if they are passed by ordinary resolution at a general meeting.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
64	<p>Article 94 The Company safeguards the rights of shareholders to elect directors and supervisors. Cumulative voting system is adopted for the election of directors and supervisors at the general meeting.</p> <p>The system of cumulative voting means that for election of directors or supervisors at a general meeting of a listed company, the number of voting rights allocated to each share is equal to the number of directors or supervisors to be elected and such voting rights held by the shareholders may be pooled or spread.</p> <p>Details of the operation of the cumulative voting method are as follow:</p> <p>(1) The total number of valid vote cast by every shareholder attending the meeting in election of directors or supervisors shall be equal to the number of voting shares held by the shareholder multiplied by the number of directors or supervisors to be elected;</p> <p>(2) Every shareholder may cast all his votes on a single candidate for director or supervisor or spread his votes on different candidates for director or supervisor;</p> <p>(3) Votes for one candidate of director or supervisor could be more or less than the number of voting shares held by the shareholder, which do not need to be integral multiples of the number of his/her shares. However, the accumulative number of the votes for all candidates for directors or supervisors shall not exceed the entitled total number of the valid voting rights;</p>	<p>Article 80 The Company safeguards the rights of shareholders to elect directors. Cumulative voting system is adopted for the election of directors at the general meeting.</p> <p>The system of cumulative voting means that for election of directors at a general meeting of a listed company, the number of voting rights allocated to each share is equal to the number of directors to be elected and such voting rights held by the shareholders may be pooled or spread.</p> <p>Details of the operation of the cumulative voting method are as follow:</p> <p>(1) The total number of valid vote cast by every shareholder attending the meeting in election of directors shall be equal to the number of voting shares held by the shareholder multiplied by the number of directors to be elected;</p> <p>(2) Every shareholder may cast all his votes on a single candidate for director or spread his votes on different candidates for director;</p> <p>(3) Votes for one candidate of director could be more or less than the number of voting shares held by the shareholder, which do not need to be integral multiples of the number of his/her shares. However, the accumulative number of the votes for all candidates for directors shall not exceed the entitled total number of the valid voting rights;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
	<p>(4) Separate voting shall be implemented for independent directors and non- independent directors. When electing independent directors, the vote that every shareholder has the right to obtain shall equal to product of stock number held by themselves multiplying the number of independent directors to be elected, which can be only voted to candidates of independent directors of the Company. When electing non-independent directors, the vote that every shareholder has the right to obtain shall equal to product of stock number held by themselves multiplying the number of non-independent directors to be elected, which can be only voted to candidates of non-independent directors of the Company;</p> <p>(5) After completion of voting, all the candidates for directors or supervisors shall be elected in descending order according to the number of votes they received, given over half of shares with voting right presented at the meeting obtained, upon the capped number of directors or supervisors to be elected.</p>	<p>(4) Separate voting shall be implemented for independent directors and non- independent directors. When electing independent directors, the vote that every shareholder has the right to obtain shall equal to product of stock number held by themselves multiplying the number of independent directors to be elected, which can be only voted to candidates of independent directors of the Company. When electing non-independent directors, the vote that every shareholder has the right to obtain shall equal to product of stock number held by themselves multiplying the number of non-independent directors to be elected, which can be only voted to candidates of non-independent directors of the Company;</p> <p>(5) After completion of voting, all the candidates for directors shall be elected in descending order according to the number of votes they received, given over half of shares with voting right presented at the meeting obtained, upon the capped number of directors to be elected.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
65	<p>Article 96 The list of candidates for non-staff representative directors and supervisors shall be submitted to the general meeting for voting in the form of proposal.</p> <p>The list of candidates for non-independent directors (staff representative directors excluded) shall be nominated by the previous board of directors or shareholder(s) who individually or jointly hold(s) more than 3% of the Company's total outstanding issued shares with voting rights for 180 trading days consecutively.</p> <p>Among the candidates for the supervisory committee, supervisor assumed by shareholder representatives shall be nominated by the previous supervisory committee or shareholder(s) who individually or jointly hold(s) more than 3% of the Company's total outstanding issued shares with voting rights.</p> <p>The election of independent directors shall be carried out in accordance with the relevant regulations.</p> <p>The board of directors shall disclose detailed information about the candidates for directors and supervisors prior to the convention of the general meeting. The candidates for directors shall give their consent to accept the nomination in a written undertaking prior to the convention of the general meeting, and undertake that the disclosed information on the candidates for directors is true, complete, and guarantee that they will perform the duties of directors diligently.</p>	<p>Article 82 The list of candidates for non-staff representative directors shall be submitted to the general meeting for voting in the form of proposal.</p> <p>The list of candidates for non-independent directors (staff representative directors excluded) shall be nominated by the previous board of directors or shareholder(s) who individually or jointly hold(s) more than 1% of the Company's total outstanding issued shares with voting rights.</p> <p>The election of independent directors shall be carried out in accordance with the relevant regulations.</p> <p>The board of directors shall disclose detailed information about the candidates for directors prior to the convention of the general meeting. The candidates for directors shall give their consent to accept the nomination in a written undertaking prior to the announcement of the general meeting notice, and undertake that the disclosed information on the candidates for directors is true, complete, and guarantee that they will perform the duties of directors diligently.</p>
66	<p>Article 98 When a proposal is being considered at a general meeting, no modifications may be made to the proposal, otherwise the modifications shall be deemed as a new proposal and shall not be voted at the general meeting.</p>	<p>Article 84 When a proposal is being considered at a general meeting, no modifications may be made to the proposal, and if it is modified, the modifications shall be deemed as a new proposal and shall not be voted at the general meeting.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
67	<p>Article 101 Before voting takes place on a proposal at a general meeting, two shareholder representatives shall be elected to participate in vote counting and scrutinizing. In the event that a shareholder has an interest in a matter to be considered, the relevant shareholder and his proxy shall not participate in the vote counting and scrutinizing.</p> <p>When voting takes place on a proposal at a general meeting, lawyers and representatives of shareholders and supervisors shall be jointly responsible for vote counting and scrutinizing, and shall announce the voting results on the spot. The voting results of resolutions shall be recorded in the minutes.</p> <p>Shareholders of the Company or their proxies who cast their votes through online voting or other voting methods shall have the right to inspect their own voting results through an appropriate voting system.</p>	<p>Article 87 Before voting takes place on a proposal at a general meeting, two shareholder representatives shall be elected to participate in vote counting and scrutinizing. In the event that a shareholder has connections with a matter in a matter to be considered, the relevant shareholder and his proxy shall not participate in the vote counting and scrutinizing.</p> <p>When voting takes place on a proposal at a general meeting, lawyers and representatives of shareholders shall be jointly responsible for vote counting and scrutinizing, and shall announce the voting results on the spot. The voting results of resolutions shall be recorded in the minutes.</p> <p>Shareholders of the Company or their proxies who cast their votes through online voting or other voting methods shall have the right to inspect their own voting results through an appropriate voting system.</p>
68	<p>Article 102 An on-site general meeting shall not end earlier than the one held on the Internet or by another method. The chairman of the meeting shall announce details and results of the voting on each proposal, and announce whether a proposal is passed according to the voting results.</p> <p>Before the formal announcement of voting results, vote counters, vote scrutineers, major shareholders, network service providers and other related parties involved in the on-site general meeting, online voting and other voting methods shall be under a confidentiality obligation relating to the details of the voting.</p>	<p>Article 88 An on-site general meeting shall not end earlier than the one held on the Internet or by another method. The chairman of the meeting shall announce details and results of the voting on each proposal, and announce whether a proposal is passed according to the voting results.</p> <p>Before the formal announcement of voting results, vote counters, vote scrutineers, shareholders, network service providers and other related parties involved in the on-site general meeting, online voting and other voting methods shall be under a confidentiality obligation relating to the details of the voting.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
69	<p>Article 103 Shareholders present at a general meeting shall express one of the following opinions on a proposal submitted for voting: being in favour of, being against or abstaining from voting. Except for the securities registration and settlement institutions which, being the nominal holders of shares subject to the interconnection mechanism of the Mainland China and Hong Kong stock market transactions, shall make declaration according to the intentions of actual holders or other provisions provided by laws and regulations, rules of the stock exchange or normative documents.</p> <p>Uncompleted paper ballots, wrongly completed paper ballots, paper ballots with illegible characters and uncast paper ballots shall be deemed as voters abstaining from their voting rights. The voting results of the shares they hold shall be counted as “abstained”.</p> <p>In the case of a tie over a proposal submitted for voting, the chairman of the meeting shall be entitled to an additional vote.</p>	<p>Article 89 Shareholders present at a general meeting shall express one of the following opinions on a proposal submitted for voting: being in favour of, being against or abstaining from voting. Except for the securities registration and settlement institutions which, being the nominal holders of shares subject to the interconnection mechanism of the Mainland China and Hong Kong stock market transactions, shall make declaration according to the intentions of actual holders or other provisions provided by laws and regulations, rules of the stock exchange or normative documents.</p> <p>Uncompleted paper ballots, wrongly completed paper ballots, paper ballots with illegible characters and uncast paper ballots shall be deemed as voters abstaining from their voting rights. The voting results of the shares they hold shall be counted as “abstained”.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
70	<p>Article 106 Minutes shall be prepared for a general meeting by a person designated by the secretary to the board of directors. The minutes of a meeting shall record the following particulars:</p> <p>(1) the time, place, agenda and name of the convenor of the meeting;</p> <p>(2) the name of the chairman of the meeting and the name of the directors, supervisors, secretary to the board of directors, president, and other senior management attending or sitting in on the meeting;</p> <p>(3) the number of holders (including proxies) of domestic shares and holders (including proxies) of foreign shares attending the general meetings, the number of voting shares held and their respective percentages of the Company's total number of shares;</p> <p>(4) the review process of and main points of remarks on each proposal;</p> <p>(5) the results of voting by holders of domestic shares and holders of overseas listed foreign shares on each resolution;</p> <p>(6) questions, comments or suggestions by shareholders, and the replies thereto or explanations thereof;</p> <p>(7) the name of lawyers, counters and scrutineers of votes; and</p> <p>(8) other particulars that shall be recorded into the meeting minutes as prescribed the Company's Articles of Association.</p>	<p>Article 92 Minutes shall be prepared for a general meeting by a person designated by the secretary to the board of directors. The minutes of a meeting shall record the following particulars:</p> <p>(1) the time, place, agenda and name of the convenor of the meeting;</p> <p>(2) the name of the chairman of the meeting and the name of the directors and senior management sitting in on the meeting;</p> <p>(3) the number of holders (including proxies) of domestic shares and holders (including proxies) of foreign shares attending the general meetings, the number of voting shares held and their respective percentages of the Company's total number of shares;</p> <p>(4) the review process of and main points of remarks on each proposal;</p> <p>(5) the results of voting by holders of domestic shares and holders of overseas listed foreign shares on each resolution;</p> <p>(6) questions, comments or suggestions by shareholders, and the replies thereto or explanations thereof;</p> <p>(7) the name of lawyers, counters and scrutineers of votes; and</p> <p>(8) other particulars that shall be recorded into the meeting minutes as prescribed the Company's Articles of Association.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
71	<p>Article 107 The convenor shall ensure that the particulars of the meeting minutes are true, accurate and complete. Directors, supervisors, secretary to the board of directors, convenor or his/her representative, chairman of the meeting who attended the meeting and the person who took the minutes shall sign the minutes of the meeting. The minutes of the meeting shall be kept together with the signature book of shareholders present at the meeting and powers of attorney of proxies present, and shall be kept for a period of 10 years.</p>	<p>Article 93 The convenor shall ensure that the particulars of the meeting minutes are true, accurate and complete. Directors, secretary to the board of directors, convenor or his/her representative, chairman of the meeting who attended or sit in on the meeting and the person who took the minutes shall sign the minutes of the meeting. The minutes of the meeting shall be kept together with the signature book of shareholders present at the meeting and powers of attorney of proxies present, and shall be kept for a period of 10 years.</p>
72	<p>Article 109 A convenor shall ensure that a general meeting shall be held consecutively until a final resolution is formed. In the event that a general meeting is suspended or no resolutions can be made thereat due to special reasons, the convenor shall report to the agency of the securities regulatory body under the State Council where the Company is located as well as the stock exchange, and take necessary measures to restore the meeting as soon as possible or directly terminate the meeting, and make an announcement promptly.</p>	<p>Article 95 A convenor shall ensure that a general meeting shall be held consecutively until a final resolution is formed. In the event that a general meeting is suspended or no resolutions can be made thereat due to special reasons, the convenor shall report to the agency of the securities regulatory authority under the State Council where the Company is located as well as the stock exchange, and take necessary measures to restore the meeting as soon as possible or directly terminate the meeting, and make an announcement promptly.</p>

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No.	Before Amendment	After Amendment
73	<p>Article 119 None of the following persons shall serve as a director of the Company:</p> <p>(1) a person who has no or limited capacity for civil conduct;</p> <p>(2) a person who was sentenced to criminal punishment for embezzlement, bribery, seizure of property or misappropriation of property or for sabotage of the market order, where less than five years have elapsed after the expiration of the period of execution; or a person who was deprived of his political rights for the commission of a crime, where less than five years have elapsed after the expiration of the period of execution;</p> <p>(3) a person who, being a director or the head or manager of a company or enterprise that went into bankruptcy and liquidation, was personally liable for the bankruptcy of the said company or enterprise, where less than three years have elapsed from the date liquidation of the company or enterprise was completed;</p> <p>(4) a person who, being the statutory representative of a company or an enterprise, the business license of which was revoked for violation of law and which was ordered to close down, was personally liable for the above, where less than three years have elapsed from the date the business license of the company or enterprise was revoked;</p> <p>(5) a person who fails to liquidate a relatively large amount of personal debts when they are due;</p>	<p>Article 105 None of the following persons shall serve as a director of the Company:</p> <p>(1) a person who has no or limited capacity for civil conduct;</p> <p>(2) a person who was sentenced to criminal punishment for embezzlement, bribery, seizure of property or misappropriation of property or for sabotage of the market order; or a person who was deprived of his political rights for the commission of a crime, where less than five years have elapsed after the expiration of the period of execution; or a person who was pronounced for suspension of sentence, where less than two years have elapsed after the expiration of the probation period for suspended sentence;</p> <p>(3) a person who, being a director or the head or manager of a company or enterprise that went into bankruptcy and liquidation, was personally liable for the bankruptcy of the said company or enterprise, where less than three years have elapsed from the date liquidation of the company or enterprise was completed;</p> <p>(4) a person who, being the statutory representative of a company or an enterprise, the business license of which was revoked for violation of law and which was ordered to close down, was personally liable for the above, where less than three years have elapsed from the date the business license of the company or enterprise was revoked or ordered to close down;</p> <p>(5) a person who is listed as a defaulter subject to enforcement by the People's Court for failure to liquidate a relatively large amount of personal debts when they are due;</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
	<p>(6) a person who are subject to the China Securities Regulatory Commission's punishment which prohibits them from entering into the securities market for a period which has not yet expired;</p> <p>(7) a person who has been publicly declared by any stock exchange to be unsuitable for serving as the director, supervisor and senior management of listed company for a period which has not yet expired;</p> <p>(8) a person who is under investigation by the judicial authorities after a claim has been brought for breaking criminal law, pending conclusion of the case;</p> <p>(9) a person who is not eligible for enterprise leadership under the law and administrative regulations;</p> <p>(10) a person who was found guilty of violating relevant securities regulations and involved in fraud or dishonesty as adjudged by the relevant regulatory authorities, where less than five years have elapsed from the date of adjudication;</p> <p>(11) a person who falls within other circumstances specified by the law, administrative regulations and departmental rules.</p> <p>For any election and appointment of a director in contravention of the provisions prescribed by this article, such election, appointment or employment shall be void and null. Where a director falls into any of the circumstances stipulated in this article in his term of office, the director shall be removed from office.</p>	<p>(6) a person who are subject to the securities regulatory body under the State Council's punishment which prohibits them from entering into the securities market for a period which has not yet expired;</p> <p>(7) a person who has been publicly declared by any stock exchange to be unsuitable for serving as the director and senior management of listed company for a period which has not yet expired;</p> <p>(8) a person who falls within other circumstances specified by the law, administrative regulations and departmental rules.</p> <p>For any election and appointment of a director in contravention of the provisions prescribed by this article, such election, appointment or employment shall be void and null. Where a director falls into any of the circumstances stipulated in this article in his term of office, the director shall be removed from office and stopped from performing his/her duties.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
74	<p>Article 120 Non-staff representative directors shall be elected or replaced by general meeting; and any director assumed by staff representative shall be elected or replaced by staff representatives meeting of the Company.</p> <p>The term of office of directors is three years, commencing from the date of approval by the general meeting or the date of approval by the staff representatives meeting up to the expiry of the current term of office of the board of directors. The term of office of directors is renewable upon re-election at its expiry. A director may not be removed from office by the general meeting without any reason before his term of office expires. The general meeting may by ordinary resolution remove any non-staff representative director before the expiry of his term of office (but without prejudice to such director's right to claim damages under any contract), subject to full compliance with the relevant laws and administrative regulations.</p> <p>Directors may hold a concurrent post as president or other senior manager of the Company, provided that the total number of directors who are serving concurrently as president or other senior manager together with the director assumed by staff representative shall not be more than half of the total number of directors of the Company.</p> <p>Subject to compliance with the laws and regulations, rules of the stock exchange, normative documents and the regulations of the Articles and Association, a written notices of the intention to nominate non-staff representative directors candidates and of the nominees indicating their willingness to accept the nomination shall be lodged with the Company after the despatch of the notice of general meeting and no later than 7 days before the holding of the general meeting. The minimum notice period of such written notices is 7 days.</p>	<p>Article 106 Non-staff representative directors shall be elected or replaced by general meeting; and any director assumed by staff representative shall be elected or replaced by staff representatives meeting of the Company.</p> <p>The term of office of directors is three years, commencing from the date of approval by the general meeting or the date of approval by the staff representatives meeting up to the expiry of the current term of office of the board of directors. The term of office of directors is renewable upon re-election at its expiry. The general meeting may resolve to dismiss a non-staff representative director, and the dismissal shall take effect on the date the resolution is made. If a non-staff representative director is dismissed prior to the expiration of his/her term without just cause, the director may claim compensation from the Company. Such removal shall not affect any claim that the director may have under any contract.</p> <p>Directors may hold a concurrent post as manager or other senior manager of the Company, provided that the total number of directors who are serving concurrently as manager or other senior manager together with the director assumed by staff representative shall not be more than half of the total number of directors of the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
75	<p>Article 122 Directors shall abide by the law, regulations and provisions of the Company's Articles of Association, and shall faithfully and diligently fulfil their obligations to the Company. When their own interests conflict with those of the Company and shareholders, they should act in the best interests of the Company and shareholders. A director shall not conduct the following:</p> <p>(1) abuse his/her position to accept bribes or other illegal income or misappropriate the properties of the Company;</p> <p>(2) misappropriate the funds of the Company;</p> <p>(3) set up accounts in his/her own name or in the name of any other person for the purpose of depositing any of the assets or funds of the Company;</p> <p>(4) lend funds of the Company to any other person or use the property of the Company to provide guarantee for any other person without the consent of the general meeting or the board of directors in contravention of the provisions of the Company's Articles of Association;</p> <p>(5) enter into contracts or carry out transactions with the Company in contravention of the provisions of the Company's Articles of Association or without the consent of the general meeting;</p> <p>(6) abuse his/her position to seize business opportunities for himself/herself or for other persons which should otherwise belong to the Company, or operate a business similar to that of the Company for himself/herself or for other persons without the consent of the general meeting;</p>	<p>Article 108 Directors shall abide by the law, regulations and provisions of the Company's Articles of Association, and shall faithfully fulfil their obligations to the Company, take measures to avoid the conflict between their own interests and those of the Company and may not seek any improper interests by taking advantage of their powers.</p> <p>Directors shall faithfully perform their following obligations to the Company:</p> <p>(1) not to expropriate the Company's property and misappropriate the funds of the Company;</p> <p>(2) not to set up accounts in his/her own name or in the name of any other person for the purpose of depositing any of the funds of the Company;</p> <p>(3) not to exploit his/her position to bribe or accept other illegal income;</p> <p>(4) not to conclude any contract or enter into any transaction with the Company directly or indirectly, without reporting to the board of directors or the shareholders' meeting, and without being approved by a resolution of the board of directors or the shareholders' meeting in accordance with the provisions of the Articles of Association;</p> <p>(5) not to take advantage of their positions to seek business opportunities for themselves or others that should have otherwise been available to the Company, except when reported to the board of directors or the shareholders' meeting and approved by a resolution of the shareholders' meeting, or when the Company, according to laws, administrative regulations, or the provisions of the Articles of Association, cannot utilise such business opportunities;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
	<p>(7) misappropriate commissions derived from transactions entered into by the Company;</p> <p>(8) disclose confidential information of the Company without permission;</p> <p>(9) abuse his connections with the Company to jeopardize the interests of the Company; or</p> <p>(10) other faithful obligations as required by the law, regulations, departmental rules and the Articles of Association.</p> <p>Any income derived by a director in violation of the provisions of the preceding paragraphs shall belong to the Company. The director shall be liable to indemnify the Company against any loss incurred.</p>	<p>(6) not to operate for themselves or others any business similar to that of the Company, without reporting to the board of directors or the shareholders' meeting and obtaining approval through a resolution of the shareholders' meeting;</p> <p>(7) not to misappropriate commissions derived from transactions entered into by the Company;</p> <p>(8) not to disclose confidential information of the Company without permission;</p> <p>(9) not to abuse his connections with the Company to jeopardize the interests of the Company; or</p> <p>(10) other faithful obligations as required by the law, regulations, departmental rules and the Articles of Association.</p> <p>Any income derived by a director in violation of the provisions of this article shall belong to the Company. The director shall be liable to indemnify the Company against any loss incurred.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
76	<p>Article 123 Directors shall comply with the relevant regulations under the laws and regulations, rules of the stock exchange, other normative documents and the Articles of Association, and shall bear the following obligations of diligence to the Company:</p> <p>(1) shall exercise the rights conferred by the Company with due discretion, care and diligence to ensure the business operations of the Company comply with the State's law, administrative regulations and requirements of the State's economic policies, not exceeding the scope of business specified in the Company's business license;</p> <p>(2) that all shareholders shall be treated impartially;</p> <p>(3) master the operation and management conditions of the Company in due time;</p> <p>(4) sign the written confirmation opinions for the regular reports of the Company, to ensure that the information disclosed by the Company is true, correct and complete;</p> <p>(5) they shall honestly provide the supervisory committee with relevant information, and not to interfere with the supervisory committee or supervisors in performing their duties and powers;</p> <p>(6) they fulfil other due diligence obligations stipulated by the laws and regulations, rules of the stock exchange, other normative documents and provisions of the Articles of Association.</p>	<p>Article 109 Directors shall comply with the relevant regulations under the laws and regulations, rules of the stock exchange, other normative documents and the Articles of Association, and shall bear the following obligations of diligence to the Company. In performing their duties, they shall exercise the level of care that a reasonably prudent manager would exercise in the best interests of the Company:</p> <p>(1) shall exercise the rights conferred by the Company with due discretion, care and diligence to ensure the business operations of the Company comply with the State's law, administrative regulations and requirements of the State's economic policies, not exceeding the scope of business specified in the Company's business license;</p> <p>(2) that all shareholders shall be treated impartially;</p> <p>(3) master the operation and management conditions of the Company in due time;</p> <p>(4) sign the written confirmation opinions for the regular reports of the Company, to ensure that the information disclosed by the Company is true, correct and complete;</p> <p>(5) they shall honestly provide the audit committee with relevant information, and not to interfere with the audit committee in performing their duties and powers;</p> <p>(6) they fulfil other due diligence obligations stipulated by the laws and regulations, rules of the stock exchange, other normative documents and provisions of the Articles of Association.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
77	<p>Article 126 Directors may request to resign before expiry of their terms of office. The directors to resign shall submit to the board of directors a written report in relation to their resignation. The board of directors shall disclose the relevant information within 2 days.</p> <p>In the event that the resignation of any director results in the number of members of the board of directors falling below the quorum, the existing director shall still continue to perform his duties in accordance with the law, administrative regulations, departmental rules and provisions of the Articles of Association until the re-elected director assumes office.</p> <p>Other than the circumstances referred to in the preceding paragraph, the resignation of a director shall become effective upon submission of his resignation report to the board of directors.</p>	<p>Article 112 Directors may request to resign before expiry of their terms of office. The directors to resign shall submit to the Company a written report in relation to their resignation, and the report shall take effect on the date on which the Company receives the resignation report. The Company shall disclose the relevant information within 2 trading days.</p> <p>In the event that the resignation of any director results in the number of members of the board of directors falling below the quorum, the existing director shall still continue to perform his duties in accordance with the law, administrative regulations, departmental rules and provisions of the Articles of Association until the re-elected director assumes office.</p>
78	<p>Article 127 Upon a director's submission of his resignation or at the expiry of his office, his obligations to the Company and the shareholders shall not necessarily cease before his resignation report becoming effective or within a reasonable period after it becoming effective or after the termination of tenure. The duty of confidentiality in relation to trade secrets of the Company shall survive upon termination of his tenure up until the disclosure of such trade secrets. Other duties may continue for such period as fairness may require depending on the time lapses between the termination and the act concerned and the circumstances and conditions under which the relationships with the Company are terminated.</p>	<p>Article 113 Upon a director's submission of his resignation or at the expiry of his office, his obligations to the Company and the shareholders shall not necessarily cease before his resignation report becoming effective or within a reasonable period after it becoming effective or after the termination of tenure. The duty of confidentiality in relation to trade secrets of the Company shall survive upon termination of his tenure up until the disclosure of such trade secrets. Other duties may continue for such period as fairness may require depending on the time lapses between the termination and the act concerned and the circumstances and conditions under which the relationships with the Company are terminated. The responsibility that a director bears during his/her term of office due to the performance of his/her duties shall not be waived or terminated upon leaving office.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
79	Article 128 A director shall be liable for indemnification to any loss caused to the Company as a result of absence from his duties without permission prior to the expiry of his office.	Article 114 Where a director causes damage to others during the performance of their duties, the Company shall be liable for compensation; where a director acts with willful or material default, they shall also be liable for compensation. Where a director violates any laws, administrative regulations, departmental rules or the provisions of these Articles of Association during the performance of his/her duties and causes losses to the Company, he/she shall be liable for compensation.
80	<p>Article 129 Directors shall sign the regular reports of the Company for confirmation, and to ensure the information disclosed by the listed company is true, accurate and complete.</p> <p>Article 130 The provisions stipulated in this section regarding directors' obligations shall be applicable to the supervisors, president and other senior management of the Company.</p>	<p>Article 115 Directors shall sign the regular reports of the Company for confirmation.</p> <p>Article 116 Directors shall ensure the information disclosed by the listed company is true, accurate and complete.</p>
81	Article 131 Independent directors shall follow the relevant provisions of laws, administrative regulations and departmental rules applicable to the supervisors, president and other senior management of the Company.	Deleted
82	Article 132 A board of directors ("Board") of the Company shall be established to report to the general meeting.	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
83	<p>Article 133 The Board shall consist of 11 members, including one chairman, and can have one to two vice chairmen. At least one-third of the Board shall comprise independent directors, and at least one independent director shall be a professional accountant. The Board shall have one director assumed by staff representative. The staff representative acting as director must have worked in the Company for more than three consecutive years, and he/ she will join the Board directly after democratically elected by the staff representatives meeting.</p>	<p>Split into two articles:</p> <p>Article 117 The Board shall consist of 11 members, including one chairman, and can have one to two vice chairmen.</p> <p>Article 118 At least one-third of the Board shall comprise independent directors, and at least one independent director shall be a professional accountant. The Board shall have one director assumed by staff representative. The staff representative acting as director must have worked in the Company for more than three consecutive years, and he/ she will join the Board directly after democratically elected by the staff representatives meeting.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
84	<p>Article 134 The Board shall exercise the following authority and powers:</p> <p>(1) to convene general meetings and report to the meetings;</p> <p>(2) to implement resolutions passed at the general meetings;</p> <p>(3) to determine the Company's business plans and investment schemes;</p> <p>(4) to prepare the Company's annual financial budget and final accounts;</p> <p>(5) to formulate the Company's profit distribution plan and loss recovery plan;</p> <p>(6) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance and listing plans of corporate bonds or other securities;</p> <p>(7) to draft plans for material acquisition, share repurchase, merger, spin-off, dissolution or change in corporate form;</p> <p>(8) to determine matters relating to the Company's external investment, asset acquisition and disposal, pledge of assets, entrusted financial management and related transactions within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(9) to determine matters relating to the Company's external guarantee within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(10) to determine the establishment of the Company's internal management organs;</p> <p>(11) to appoint or dismiss the Company's president and the secretary to the Board; and pursuant to the president's nomination, to appoint or dismiss senior management including executive vice presidents and person-in-charge of finance affairs, and to decide on their remuneration, rewards and penalties;</p>	<p>Article 119 The Board shall exercise the following authority and powers:</p> <p>(1) to convene general meetings and report to the general meetings;</p> <p>(2) to implement resolutions passed at the general meetings;</p> <p>(3) to determine the Company's business plans and investment schemes;</p> <p>(4) to formulate the Company's profit distribution plan and loss recovery plan;</p> <p>(5) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance and listing plans of corporate bonds or other securities;</p> <p>(6) to draft plans for material acquisition, share repurchase, merger, spin-off, dissolution or change in corporate form;</p> <p>(7) to determine matters relating to the Company's external investment, asset acquisition and disposal, external guarantee, pledge of assets, entrusted financial management, related transactions, external donations and so on within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(8) to determine the establishment of the Company's internal management organs;</p> <p>(9) to appoint or dismiss the Company's manager and the secretary to the Board; and pursuant to the manager's nomination, to appoint or dismiss senior management including vice managers and person-in-charge of finance affairs, and to decide on their remuneration, rewards and penalties;</p> <p>(10) to formulate the Company's fundamental management system;</p> <p>(11) to formulate the proposed amendments to the Articles of Association;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(12) to formulate the Company's fundamental management system;</p> <p>(13) to formulate the proposed amendments to the Articles of Association;</p> <p>(14) to deal with information disclosures of the Company;</p> <p>(15) to propose to the general meeting for appointment or replacement of the accounting firm serving as the auditor of the Company;</p> <p>(16) to receive work report submitted by the president of the Company and to review his performance;</p> <p>(17) to formulate performance appraisal incentive plans, among which equity incentive plan will be submitted to the general meeting by the Board for consideration, and those incentive plans that do not involve equity shall be decided by the Board;</p> <p>(18) to exercise other duties and powers specified in the laws, regulations, rules of the stock exchange or the provisions of the Articles of Association and authorized by the general meeting.</p> <p>The following matters shall require the consent of two-thirds or more of the Board:</p> <p>(1) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance of corporate bonds;</p> <p>(2) to draft plans for merger, spin-off, dissolution of the Company;</p> <p>(3) to determine matters relating to the Company's external guarantees within the scope of the Articles of Association and authorized by the general meeting;</p> <p>(4) to formulate the proposed amendments to the Articles of Association.</p>	<p>(12) to deal with information disclosures of the Company;</p> <p>(13) to propose to the general meeting for appointment or replacement of the accounting firm serving as the auditor of the Company;</p> <p>(16) to receive work report submitted by the manager of the Company and to review his performance;</p> <p>(15) to exercise other duties and powers specified in the laws, regulations, rules of the stock exchange or the provisions of the Articles of Association and authorized by the general meeting.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
85	<p>Article 136 The Board shall not, without prior approval of the general meeting, dispose of or agree to dispose of any fixed assets of the Company where the aggregate of the expected value of the consideration for the proposed disposal and the value of the consideration for any disposal of fixed assets within four months immediately preceding the proposed disposal exceeds 33% of the value of the Company’s fixed assets as stated in the latest balance sheet approved by the general meeting.</p> <p>A “disposal of fixed assets” as referred to in this Article includes the transfer of interest in certain assets but excludes the usage of fixed assets for provision of guarantee.</p> <p>The effectiveness of transaction of the Company’s disposal of fixed assets will not be affected by a breach of the first paragraph of this Article.</p>	Deleted
86	<p>Article 137 The Board shall formulate the Procedural Rules for the Board of Directors to ensure its efficiency and scientific decision-making. Such procedural rules shall be annexed to the Company’s Articles of Association and subject to approval by the general meeting.</p>	<p>Article 121 The Board shall formulate the Procedural Rules for the Board of Directors to ensure its efficiency and scientific decision-making.</p> <p>Such procedural rules shall be annexed to the Company’s Articles of Association and subject to approval by the general meeting.</p> <p>The Board shall formulate a system for the management of authorizations, specify the authorization principles, scope of matters, authorization procedures, supervision and responsibilities, and establish and improve the authorization mechanism for regular reporting, tracking and supervision and dynamic adjustment in accordance with the law.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
87	Article 138 In deciding on issues such as external investments, acquisition, disposal and mortgage of assets, external guarantees, asset management and connected transactions mandate, the Board shall carry out strict examination and comply with the decision-making process, and organise relevant experts and professionals to make assessments on major investment projects, and then submit to the general meeting for approval. The approval authority of the general meeting and the board of directors in respect of the Company's transactions shall be prescribed by the Procedural Rules for the General Meeting and the Procedural Rules for the Board of Directors.	Article 122 In deciding on issues such as external investments, acquisition, disposal and mortgage of assets, external guarantees, asset management, connected transactions and external donations mandate, the Board shall carry out strict examination and comply with the decision-making process, and organise relevant experts and professionals to make assessments on major investment projects, and then submit to the general meeting for approval. The approval authority of the general meeting and the board of directors in respect of the Company's transactions shall be prescribed by the Procedural Rules for the General Meeting and the Procedural Rules for the Board of Directors.
88	—	Article 123 The external guarantees provided by the Company shall be strictly subject to relevant laws and regulations and the provisions of the Articles of Association. Any defaulting person who shall be held accountable will be disciplined by the Company according to the severance of the default and the losses to the Company.
89	Article 139 The Board may, according to the provisions of relevant law and regulations, formulate stock option incentive scheme and submit to the general meeting for consideration, and pursuant to the stock option incentive scheme considered and approved by the general meeting, decide whether to grant the stock options on a one-off basis or in separate tranches. However, the aggregate number of underlying shares resulting from the accumulative number of stock options granted shall not exceed the aggregate number of underlying shares under the stock option incentive scheme.	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
90	<p>Article 141 The chairman of the board of director shall perform the following duties and powers:</p> <p>(1) to preside over general meetings and to convene and preside over Board meetings;</p> <p>(2) to supervise and monitor the implementation of resolutions of Board meetings;</p> <p>(3) to sign share certificates, debentures and other quote securities of the Company;</p> <p>(4) to sign important documents of the Board and other documents which should be signed by the Company's statutory representative;</p> <p>(5) to exercise the authority and powers of a statutory representative;</p> <p>(6) to exercise special discretionary power on corporate affairs in accordance with the law and in the Company's interests in case of emergency situations such as the occurrence of natural disasters of an exceptional scale and other force majeure events, and provide aftermath reports to the Board and general meeting;</p> <p>(7) to nominate or recommend candidates for president, consultant to the Board and specialist consultant, secretary to the Board for the Board to consider and vote on;</p> <p>(8) other duties and powers as authorised by the Board.</p>	<p>Article 125 The chairman shall perform the following duties and powers:</p> <p>(1) to preside over general meetings and to convene and preside over Board meetings;</p> <p>(2) to supervise and monitor the implementation of resolutions of Board meetings;</p> <p>(3) to sign share certificates, debentures and other quote securities of the Company;</p> <p>(4) to sign important documents of the Board;</p> <p>(5) to exercise special discretionary power on corporate affairs in accordance with the law and in the Company's interests in case of emergency situations such as the occurrence of natural disasters of an exceptional scale and other force majeure events, and provide aftermath reports to the Board and general meeting;</p> <p>(6) to nominate or recommend candidates for manager, consultant to the Board and specialist consultant, secretary to the Board for the Board to consider and vote on;</p> <p>(7) other duties and powers as authorised by the Board.</p>
91	<p>Article 143 The vice chairman of the board of director shall assist the chairman of the board of director in his work. In the event that the chairman of the board of director is unable or fails to perform his duties, the vice chairman of the board of director shall chair the meeting. In the event that there is no vice chairman of the board of director, or the vice chairman of the board of director is unable or fails to perform his duties, a director jointly elected by more than half of the directors shall chair the meeting.</p>	<p>Article 127 The vice chairman shall assist the chairman in his work. In the event that the chairman is unable or fails to perform his duties, the vice chairman shall chair the meeting. In the event that there is no vice chairman, or the vice chairman is unable or fails to perform his duties, a director jointly elected by a simple majority of the directors shall chair the meeting.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
92	Article 144 The board of directors shall at least hold four regular meetings each year. Board of directors' meetings shall be convened by the chairman of the board of director, and written notice of the meeting shall be served on all directors and supervisors 14 days before the date of the meeting.	Article 128 The board of directors shall at least hold four regular meetings each year. Board of directors' meetings shall be convened by the chairman, and written notice of the meeting shall be served on all directors 14 days before the date of the meeting.
93	<p>Article 145 An extraordinary meeting of the Board shall be convened and presided over by the chairman of the board of director within 10 days upon his receipt of a request for meeting under any of the following circumstances:</p> <p>(1) if deemed necessary by the chairman of the board of director;</p> <p>(2) if jointly proposed by more than one-third of the directors;</p> <p>(3) if proposed by the Supervisory Committee;</p> <p>(4) if proposed by shareholders representing more than 10% of the voting rights;</p> <p>(5) if proposed by more than half of the independent directors;</p> <p>(6) if proposed by the president.</p>	<p>Article 129 An extraordinary meeting of the Board shall be convened and presided over by the chairman within 10 days upon his receipt of a request for meeting under any of the following circumstances:</p> <p>(1) if deemed necessary by the chairman;</p> <p>(2) if jointly proposed by more than one-third of the directors;</p> <p>(3) if proposed by the audit committee;</p> <p>(4) if proposed by shareholders representing more than 10% of the voting rights;</p> <p>(5) if proposed by more than half of the independent directors, or;</p> <p>(6) if proposed by the manager.</p>

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No.	Before Amendment	After Amendment
94	<p>Article 148 Meetings of the Board shall be held only if a simple majority of the directors are present. If otherwise regulated by the laws and regulations, rules of the stock exchange and the Articles of Association, such regulations shall prevail. Each director shall have one vote in respect of each resolution of the Board. Resolutions of the Board must be passed, save for the otherwise regulated by the Articles of Association, such regulations shall prevail, otherwise by a simple majority of all the directors.</p> <p>When a director of the Company is considered a related person of the enterprise involved in a resolution of the Board, such director shall refrain from voting on such resolution nor can he/she exercise any voting rights on behalf of other directors. The meeting may be held if it is quorated by a simple majority of the unrelated directors. Resolutions of the Board meeting shall be passed by a simple majority of the unrelated directors. If the number of unrelated directors present at the Board meeting is less than three, such matter shall be put forward to a general meeting for discussion and consideration.</p>	<p>Article 132 Meetings of the Board shall be held only if a simple majority of the directors are present. If otherwise regulated by the laws and regulations, rules of the stock exchange and the Articles of Association, such regulations shall prevail. Each director shall have one vote in respect of each resolution of the Board. Resolutions of the Board must be passed, save for the otherwise regulated by the Articles of Association, such regulations shall prevail, otherwise by a simple majority of all the directors.</p> <p>When a director of the Company is considered a related person of the enterprise or individual involved in a resolution of the Board, such director shall promptly submit a written report to the board of directors. The related director shall refrain from voting on such resolution nor can he/she exercise any voting rights on behalf of other directors. The meeting may be held if it is quorated by a simple majority of the unrelated directors. Resolutions of the Board meeting shall be passed by a simple majority of the unrelated directors. If the number of unrelated directors present at the Board meeting is less than three, such matter shall be put forward to a general meeting for discussion and consideration.</p>
95	<p>Article 151 Minutes shall be taken for the Board meeting, and directors attending the meeting, secretary to the Board and the person who takes the minutes shall sign on the minutes. Directors attending the meeting shall have the right to request to record in the minutes details of the statements made by them at the meeting. The minutes of Board meetings shall be maintained as corporate archives by the secretary to the Board for a period of 10 years.</p>	<p>Article 135 Minutes shall be taken for the Board meeting, and directors attending the meeting, secretary to the Board and the person who takes the minutes shall sign on the minutes. Directors attending the meeting shall have the right to request to record in the minutes details of the statements made by them at the meeting. The minutes of Board meetings shall be maintained as corporate archives for a period of 10 years.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
96	—	<p data-bbox="842 289 1361 357">Newly added section of “ independent Director”</p> <p data-bbox="842 363 1361 900">Articles 139 Independent Directors shall, pursuant to the relevant requirements of the laws, administrative regulations, the relevant rules of the securities regulatory body under the State Council, the stock exchange and the Articles of Association as well as the System of Independent Directors of China Vanke Co., Ltd, conscientiously perform their duties and responsibilities, play a role in participating in decision-making, supervising and balancing, and providing professional advice on the board of directors, safeguard the Company’s interests as a whole and protect the lawful rights and interests of small and medium shareholders.</p> <p data-bbox="842 906 1361 1112">Articles 140 As the member of the board of directors, independent directors shall bear an obligation of loyalty and diligence towards the Company and all of its Shareholders and perform the following duties with due care:</p> <p data-bbox="842 1119 1361 1225">(1) to participate in the decision-making of the Board of Directors and express clear opinions on the matters considered;</p> <p data-bbox="842 1232 1361 1438">(2) to supervise the matters of potential material conflict of interests between the Company and controlling shareholders, actual controller, directors and senior management, and protecting the legitimate rights and interests of minority shareholders;</p> <p data-bbox="842 1444 1361 1619">(3) to provide professional and objective advice on the operation and development of the Company and promote the improvement of the decision-making standard of the Board of Directors;</p> <p data-bbox="842 1625 1361 1772">(4) to perform other duties as required by laws, administrative regulations, requirements of the securities regulatory body under the State Council and the Articles of Association.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
97	<p>Article 155 The Board may set up an audit committee, a remuneration and nomination committee, investment and decision-making committee. All such committees shall consist of directors. The special committee shall be responsible to the board of directors and shall perform its duties as authorized by the Articles of Association and the board of directors. The special committee shall submit proposals to the board of directors for consideration and decision. All such special committees shall consist of directors. The majority of the members of the audit committee and remuneration and nomination committee shall be independent directors, who shall convene the meetings of such committees. The audit committee shall consist of at least three members with at least one independent director who is a professional accountant, and the convener of the audit committee shall be a professional accountant. The board of directors is responsible for formulating the working procedures of the special committee and regulating the operation of the special committee.</p> <p>The main functions of the audit committee are: (1) to make proposals regarding the appointment or replacement of external auditor; (2) to supervise the internal audit system of the Company and its implementation; (3) to be responsible for the communication between internal auditing and external auditing; (4) to examine the financial information of the Company and the disclosure thereof; (5) to examine the internal control system of the Company; (6) to examine and evaluate the risk management system of the Company; (7) to be responsible for laws and regulations, rules of the stock exchange, regulations of the Articles of Association, and other matters authorized by the general meeting and the board of directors.</p>	<p>Newly added section of “ Special Committees of the Board of Directors”</p> <p>Article 141 An audit committee has been established by the Board which discharges the duties of the supervisory committee as prescribed under the New Company Law.</p> <p>Article 142 The audit committee shall consist of three members who are directors not serving as senior management of the Company and two of them shall be independent non-executive director, and the convener shall be a professional accountant among the independent Directors.</p> <p>Article 143 The audit committee is responsible for reviewing the financial information of the Company and its disclosure, supervising and evaluating internal and external audit work and internal control, inspecting and evaluating the Company’s risk management system, as well as other matters stipulated by laws, administrative regulations, rules of the securities regulatory body under the State Council and the stock exchange, the Articles of Association, and authorized by the general meeting and the board of directors. The following matters shall be submitted to the Board for consideration after being approved by more than half of the members of the Audit Committee:</p> <p>(1) to disclose the financial information in financial accounting reports and periodic reports, and internal control evaluation reports;</p> <p>(2) to appoint or dismiss the accounting firm of the Company that undertakes the audit business of listed companies;</p> <p>(3) to appoint or dismiss the chief financial officer of the Company;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
	<p>The main functions of the remuneration and nomination committee are: (1) to study the appraisal standards for directors and president, conduct such appraisal and make recommendations; (2) to make recommendations to the Board on the Company's policy and structure for all directors and senior management remuneration and on the establishment of a formal and transparent procedure for developing remuneration policy; (3) to study the criteria and procedures for the selection of directors and senior management and make recommendations to the Board; (4) to conduct extensive search for qualified candidates for directors and senior management; examine candidates for directors and senior management and make recommendations; (5) to review the structure and composition of the Board (including skills, knowledge and experience) and to evaluate the independence of directors; (6) to be responsible for other matters as authorized by laws and regulations, the rules of the stock exchange, regulations of the Articles of Association, general meetings and the Board.</p> <p>The main function of the investment and decision-making committee is (1) to do research and make proposals on the long-term development strategy and major investment decisions of the Company; (2) to be responsible for other matters as authorized by laws and regulations, the rules of the stock exchange, regulations of the Articles of Association, general meetings and the Board.</p>	<p>(4) to revise accounting policies and accounting estimates or to correct material accounting errors for reasons other than changes in accounting standards;</p> <p>(5) to deal with other matters stipulated by laws, administrative regulations, the relevant rules of the securities regulatory body under the State Council and the Articles of Association.</p> <p>Article 144 The audit committee shall meet at least once each quarter. Extraordinary meetings may be convened if requested by two or more members, or if the convenor deems it necessary. A meeting of the audit committee shall only be valid if no less than two-thirds of the members are present. When the audit committee makes a resolution, it shall be approved by more than half of all the members of the audit committee. For the voting on a resolution of the audit committee, Each member has one vote. The resolutions of the audit committee shall be duly recorded in meeting minutes, and the audit committee members present at the meeting shall sign the minutes. The working procedures of the audit committee shall be formulated by the board of directors.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
		<p>Article 145 The Board may set up other special committees, including a remuneration and nomination committee, investment and decision-making committee. The special committee shall be responsible to the board of directors and shall perform its duties as authorized by the Articles of Association and the board of directors. The special committee shall submit proposals to the board of directors for consideration and decision. The working procedures of the special committee shall be formulated by the board of directors. All such special committees shall consist of directors. The majority of the members of the audit committee and remuneration and nomination committee shall be independent directors, who shall convene the meetings of such committees.</p> <p>Article 146 The remuneration and nomination committee shall be responsible for developing the standards and procedures for the selection of directors and senior management, selecting the candidates for directors and senior management, reviewing their qualifications for the positions, formulating the standards for appraising the directors and senior management and carrying out the appraisal, formulating and reviewing the remuneration policies and plans for directors and senior management, including the remuneration determination mechanism, decision-making processes, and payment/recoupment (clawback) arrangements, and proposing suggestions to the board of directors on the following matters:</p> <p style="padding-left: 40px;">(1) nomination, appointment, or removal of a director;</p> <p style="padding-left: 40px;">(2) appointment or dismissal of a senior management;</p> <p style="padding-left: 40px;">(3) remuneration of directors and senior management;</p>

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No.	Before Amendment	After Amendment
		<p>(4) formulation or amendment of the share incentive scheme, employee share ownership scheme, and the conditions to be achieved by eligible participants to obtain and exercise the rights and interests;</p> <p>(5) share ownership schemes made by directors and senior management in the subsidiaries to be spun off;</p> <p>(6) other matters stipulated by laws, administrative regulations, rules of the securities regulatory body under the State Council and the stock exchange, the Articles of Association, and authorized by the general meeting and the board of directors.</p> <p>If the board of directors denies or denies part of any suggestion of the remuneration and nomination committee, such a suggestion of the remuneration and nomination committee and the reasons for denying the suggestion shall be recorded in the resolution of the Board of Directors and disclosed.</p> <p>Article 147 The main function of the investment and decision-making committee is</p> <p>(1) to do research and make proposals on the long-term development strategy and major investment decisions of the Company;</p> <p>(2) to be responsible for other matters as authorized by laws and regulations, the rules of the stock exchange, regulations of the Articles of Association, general meetings and the Board.</p>

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No.	Before Amendment	After Amendment
98	Article 157 The Company shall have one president, who shall be appointed or removed by the Board. A director may be appointed to act concurrently as a president, executive vice president or other senior management, but the number of directors acting concurrently as president, executive vice president or other senior management shall not exceed half of the total number of directors.	Article 148 The Company shall have one manager, who shall be appointed or removed by the Board. A director may be appointed to act concurrently as a manager, vice manager or other senior management
99	Article 161 The president shall report to the Board and have the following duties and powers: (2) to organize and implement the resolutions adopted by the Board, the annual business plans and investment plans of the Company.....	Article 152 The manager shall report to the Board and have the following duties and powers: (2) to organize and implement the resolutions adopted by the Board, the annual business plans and investment plans of the Company.....
100	Article 165 The rules of work of the president shall include the following: (1) conditions and procedures for convening and participants of the president's meetings; (2) specific duties of the president, executive vice president and other senior management; (3) the use of funds and assets of the Company, authority to enter into material contracts and systems for reporting to the Board and Supervisory Committee ; (4) other matters as deemed necessary by the Board.	Article 156 The rules of work of the manager shall include the following: (1) conditions and procedures for convening and participants of the manager's meetings; (2) specific duties of the manager and other senior management; (3) the use of funds and assets of the Company, authority to enter into material contracts and systems for reporting to the Board; (4) other matters as deemed necessary by the Board.

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No.	Before Amendment	After Amendment
101	Article 166 The president may resign prior to the expiration of his term of office. The detailed procedures and measures for the president's resignation shall be set out in the service contract entered into between the president and the Company.	Article 157 The manager may resign prior to the expiration of his term of office. The detailed procedures and measures for the manager's resignation shall be set out in the service contract entered into between the manager and the Company.
102	<p>Article 172 Senior management of the Company shall report to the Board or Supervisory Committee on the progress of implementation of the Board's resolutions, as well as signing and execution of material contracts, the use of funds and profits and losses of the Company, and other relevant information at the request of the Board or Supervisory Committee, and shall ensure the truthfulness, accuracy, completeness and timeliness of such reports.</p> <p>The Company's senior management shall be liable for losses caused to the Company as a result of the alteration of or their refusal to implement the Board's resolutions without permission, and their failure to accurately report to the Board or Supervisory Committee on the Company's actual situation.</p>	<p>Article 163 Senior management of the Company shall report to the Board on the progress of implementation of the Board's resolutions, as well as signing and execution of material contracts, the use of funds and profits and losses of the Company, and other relevant information at the request of the Board, and shall ensure the truthfulness, accuracy, completeness and timeliness of such reports.</p> <p>The Company's senior management shall be liable for losses caused to the Company as a result of the alteration of or their refusal to implement the Board's resolutions without permission, and their failure to accurately report to the Board on the Company's actual situation.</p>

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No.	Before Amendment	After Amendment
103	—	<p>Article 164 Where a senior management causes damage to others during the performance of their duties, the Company shall be liable for compensation; where a senior management acts with willful or material default, they shall also be liable for compensation.</p> <p>Article 165 If a senior management violates the provisions of laws, administrative regulations, departmental rules or the Articles of Association while performing his/her duties and causes losses to the Company, he/she shall be liable for compensation.</p> <p>The senior management of the Company shall faithfully perform their duties, and safeguard the best interests of the Company and all shareholders.</p> <p>Any senior management of the Company who fails to faithfully perform his/her duties or breaches the fiduciary duty shall indemnify the Company and the public shareholders for the damages arising therefrom according to law.</p>
104	Chapter 8 Supervisory Committee (full text)	Deleted
105	Chapter 9 Qualifications and Obligations of Directors, Supervisors and Senior management	Chapter 7 Qualifications and Obligations of Directors and Senior management
106	Article 191 A person satisfying one or more of the conditions set out in Article 119 of the Articles of Association shall not serve as the director, supervisor and senior management of the Company.	Article 166 A person satisfying one or more of the conditions set out in Article 105 of the Articles of Association shall not serve as the director, senior management of the Company.

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No.	Before Amendment	After Amendment
107	<p>Article 193 In addition to the obligations required by the law, administrative regulations or the listing rules of the stock exchange(s) on which the Company's shares are listed, directors, supervisors, and senior management of the Company shall, in performing duties and powers conferred by Company, take the following obligations towards each shareholder:</p> <p>(1) not to cause the Company to go beyond the scope of business stipulated in its business license;</p> <p>(2) to act honestly in the best interests of the Company;</p> <p>(3) not to expropriate in any guise the Company's property, including (but not limited to) usurpation of opportunities advantageous to the Company;</p> <p>(4) not to expropriate the individual rights of shareholders, including (but not limited to) rights to distribution and voting rights, save pursuant to a restructuring of the Company submitted to the general meeting for approval in accordance with the Company's Articles of Association.</p>	<p>Article 168 In addition to the obligations required by the law, administrative regulations or the listing rules of the stock exchange(s) on which the Company's shares are listed, directors, and senior management of the Company shall, in performing duties and powers conferred by Company, take the following obligations towards each shareholder:</p> <p>(1) not to cause the Company to go beyond the scope of business stipulated in its business license;</p> <p>(2) to act honestly in the best interests of the Company;</p> <p>(3) not to expropriate in any guise the Company's property, including (but not limited to) usurpation of opportunities advantageous to the Company;</p> <p>(4) not to expropriate the individual rights of shareholders, including (but not limited to) rights to distribution and voting rights, save pursuant to a restructuring of the Company submitted to the general meeting for approval in accordance with the Company's Articles of Association.</p>
108	<p>Article 194 In excising rights or fulfilling obligations, directors, supervisors and senior management of the Company have the duty to act with due discretion, diligence and skills as a reasonable discreet person should do in similar circumstances.</p>	<p>Article 169 In excising rights or fulfilling obligations, directors and senior management of the Company have the duty to act with due discretion, diligence and skills as a reasonable discreet person should do in similar circumstances.</p>

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No.	Before Amendment	After Amendment
109	<p>Article 195 In performing their duties, directors, supervisors, and senior management of the Company shall act in good faith and shall not put themselves in a situation where their own interests may conflict with their obligations. This principle shall include (but not limited to) the fulfilment of the following obligations:</p> <p>(1) to act honestly in the best interests of the Company;</p> <p>(2) to exercise powers within the terms of reference without ultra vires;</p> <p>(3) to exercise the discretion vested in him personally and not to allow himself to act under the control of any other party;</p> <p>unless and to the extent permitted by the law, administrative regulations or with the consent of informed shareholders at a general meeting, not to delegate the exercise of his discretion;</p> <p>(4) to treat shareholders of the same class equally and to treat shareholders of different classes fairly;</p> <p>(5) unless otherwise stipulated in the Company's Articles of Association or otherwise consented by informed shareholders at a general meeting, not to enter into any contract, transaction or arrangement with the Company;</p> <p>(6) without the consent of informed shareholders at a general meeting, not to use, by any means, the Company's property for his own benefits;</p> <p>(7) not to exploit his position to accept bribes or other illegal income or expropriate the Company's property by any means, including (but not limited to) opportunities advantageous to the Company;</p> <p>(8) without the consent of informed shareholders at a general meeting, not to accept commissions in connection with any of the Company's transactions;</p> <p>(9) to abide by the Company's Articles of Association, perform his official duties faithfully and protect the Company's interests, and not to exploit his position and power in the Company to advance his own private benefits;</p>	<p>Article 170 In performing their duties, directors and senior management of the Company shall act in good faith and shall not put themselves in a situation where their own interests may conflict with their obligations. This principle shall include (but not limited to) the fulfilment of the following obligations:</p> <p>(1) to act honestly in the best interests of the Company;</p> <p>(2) to exercise powers within the terms of reference without ultra vires;</p> <p>(3) to exercise the discretion vested in him personally and not to allow himself to act under the control of any other party;</p> <p>unless and to the extent permitted by the law, administrative regulations or with the consent of informed shareholders at a general meeting, not to delegate the exercise of his discretion;</p> <p>(4) to treat shareholders of the same class equally and to treat shareholders of different classes fairly;</p> <p>(5) unless otherwise stipulated in the Company's Articles of Association or otherwise consented by informed shareholders at a general meeting, not to enter into any contract, transaction or arrangement with the Company;</p> <p>(6) without the consent of informed shareholders at a general meeting, not to use, by any means, the Company's property for his own benefits;</p> <p>(7) not to exploit his position to accept bribes or other illegal income or expropriate the Company's property by any means, including (but not limited to) opportunities advantageous to the Company;</p> <p>(8) without the consent of informed shareholders at a general meeting, not to accept commissions in connection with any of the Company's transactions;</p> <p>(9) to abide by the Company's Articles of Association, perform his official duties faithfully and protect the Company's interests, and not to exploit his position and power in the Company to advance his own private benefits;</p>

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No.	Before Amendment	After Amendment
	<p>(10) not to compete with the Company in any way unless with the consent of informed shareholders at a general meeting;</p> <p>(11) not to misappropriate the Company's funds or lend such funds to others, not to open accounts in his own name or other names for the deposit of the Company's assets and not to provide a guarantee for debts of a shareholder of the Company or other individual(s) with the Company's assets;</p> <p>(12) unless otherwise permitted by informed shareholders at a general meeting, not to disclose the information acquired by him in confidentiality during his tenure; not to use such information other than in furtherance of the interests of the Company, save and except that disclosure of such information to the court or other competent government authorities is permitted in any of the following circumstances:</p> <ol style="list-style-type: none"> 1. when so prescribed by the law; 2. when public interests so require; 3. when so required for the own interests of the directors, supervisors, or senior management. 	<p>(10) not to compete with the Company in any way unless with the consent of informed shareholders at a general meeting;</p> <p>(11) not to misappropriate the Company's funds or lend such funds to others, not to open accounts in his own name or other names for the deposit of the Company's assets and not to provide a guarantee for debts of a shareholder of the Company or other individual(s) with the Company's assets;</p> <p>(12) unless otherwise permitted by informed shareholders at a general meeting, not to disclose the information acquired by him in confidentiality during his tenure; not to use such information other than in furtherance of the interests of the Company, save and except that disclosure of such information to the court or other competent government authorities is permitted in any of the following circumstances:</p> <ol style="list-style-type: none"> 1. when so prescribed by the law; 2. when public interests so require; 3. when so required for the own interests of the directors or senior management. <p>Directors and senior management who directly or indirectly enter into contracts or transactions with the Company shall report to the board of directors on matters related to entering into contracts or transactions, which shall be approved by resolutions of the Board or the general meeting in accordance with the Articles of Association.</p> <p>The provisions above shall also apply to the close relatives of directors or senior management, enterprises directly or indirectly controlled by directors or senior management or their close relatives, and connected parties having other related-party relationships with directors or senior management who enter into contracts or engage in transactions with the Company.</p>

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No.	Before Amendment	After Amendment
110	<p>Article 196 A director, supervisor, or senior management of the Company shall not cause the following persons or institutions (“associates”) to do what he/she is prohibited from doing:</p> <p>(1) the spouse or minor children of that director, supervisor, or senior management;</p> <p>(2) a person acting in the capacity of a trustee of that director, supervisor or senior management or any person referred to in subsection (1) of this Article;</p> <p>(3) a person acting in the capacity of partner of that director, supervisor, or management or any person referred to in subsections (1) and (2) of this Article;</p> <p>(4) a company in which that director, supervisor, or senior management, either individually or jointly with one or more person(s) referred to in subsections (1), (2) and (3) of this Article or other directors, supervisors, and senior management, has (have) a de facto controlling interest;</p> <p>(5) directors, supervisors, president and other senior management of the controlled company referred to in subsection (4) of this Article.</p>	<p>Article 171 A director or senior management of the Company shall not cause the following persons or institutions (“associates”) to do what he/she is prohibited from doing:</p> <p>(1) the spouse or minor children of that director or senior management;</p> <p>(2) a person acting in the capacity of a trustee of that director or senior management or any person referred to in subsection (1) of this Article;</p> <p>(3) a person acting in the capacity of partner of that director or management or any person referred to in subsections (1) and (2) of this Article;</p> <p>(4) a company in which that director or senior management, either individually or jointly with one or more person(s) referred to in subsections (1), (2) and (3) of this Article or other directors and senior management, has (have) a de facto controlling interest;</p> <p>(5) directors, managers and other senior management of the controlled company referred to in subsection (4) of this Article.</p>
111	<p>Article 197 The fiduciary duties of directors, supervisors, and senior management of the Company shall not be necessarily ceased with the termination of their tenures. The duty of confidentiality in relation to trade secrets of the Company shall still be valid upon termination of their tenures. Other duties may continue for such period as fairness may require depending on the time lapses between the termination and the act concerned and the circumstances and conditions under which the relationships with the Company are terminated.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
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No.	Before Amendment	After Amendment
112	<p>Article 198 Except as provided in Article 56 hereof, directors, supervisors, and senior management of the Company may be relieved of liability for specific breaches of duties by the consent of informed shareholders at a general meeting.</p>	Deleted
113	<p>Article 199 Where a director, supervisor or senior management of the Company is in any way, directly or indirectly, is materially interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company (including related relationship and material interest exists in himself/herself or any of its close associates, other than an employment contract of a director, supervisor, or senior management with the Company), he/she shall declare the nature and extent of his/her interests to the Board at the earliest opportunity, whether or not the relevant issues shall be otherwise subject to approval of the Board.</p> <p>Unless an interested director, supervisor or senior management has disclosed his/ her interests in accordance with the preceding paragraph of this Article and the contract, transaction or arrangement was approved by the Board at a meeting at which such interested director, supervisor or senior management was not counted in the quorum and abstained from voting, the contract, transaction or arrangement is voidable at the instance of the Company, except as against a bona fide party thereto acting without being aware of the breach of duty by the interested director, supervisor, or senior management.</p> <p>A director, supervisor, president or senior management of the Company shall be deemed to be interested in a contract, transaction or arrangement in which any of his/her associates is interested.</p>	Deleted

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No.	Before Amendment	After Amendment
114	<p>Article 200 Where a director, supervisor, or senior management of the Company gives to the Board, before the Company's first consideration of the entering of any contract, transaction or arrangement, a general notice in writing stating that, by reason of the facts specified in the notice, he is interested in such contracts, transactions or arrangements of any description which may subsequently be made by the Company, the content stated in such notice shall be deemed for the purposes of the preceding Article of this chapter to be a sufficient disclosure of the interests of the director, supervisor, or senior management.</p>	Deleted
115	<p>Article 201 The Company shall not in any manner pay taxes for or on behalf of its directors, supervisors, and senior management.</p>	Deleted
116	<p>Article 202 The Company shall neither directly or indirectly make a loan to or provide any loan guarantee to directors, supervisors, or senior management of the Company and its parent, nor make a loan to or provide any loan guarantee to any of their respective associates.</p> <p>The provisions of the preceding paragraph shall not be applicable to the following circumstances:</p> <p>(1) the provision by the Company of a loan or a loan guarantee to a subsidiary of the Company;</p> <p>(2) the provision by the Company of a loan or a loan guarantee or any other funds to a director, supervisor, president or other senior management of the Company to meet expenditures incurred or to be incurred by him for the purposes of the Company or for the purpose of enabling him to properly perform his duties, in accordance with the terms of a employment contract approved by shareholders at a general meeting; or</p>	Deleted

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No.	Before Amendment	After Amendment
	(3) the Company may make a loan to or provide a loan guarantee to any of the relevant directors, supervisors, president and senior management or their respective associates in the ordinary course of business on normal commercial terms, provided that the ordinary course of business of the Company should include the lending of money or the provision of guarantees.	
117	Article 203 A loan made by the Company in breach of the preceding Article shall be forthwith repayable by the recipient of the loan regardless of the terms of the loan.	Deleted
118	<p>Article 204 A loan guarantee provided by the Company in breach of subsection (1) of Article 202 shall not be enforceable against the Company, unless:</p> <p>(1) the guarantee was provided in connection with a loan to an associate of any of the directors, supervisors, or senior management of the Company or its parent, and the lender was not aware of the relevant circumstances at the time the loan was advanced;</p> <p>(2) the collateral provided by the Company has been lawfully disposed of by the lender to a bona fide purchaser.</p>	Deleted
119	Article 205 For the purpose of the foregoing articles of this chapter, a “guarantee” shall include an undertaking or property provided to secure the performance of obligations by the obligor.	Deleted

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TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
120	<p>Article 206 In addition to any rights and remedies provided by the law and administrative regulations, where a director, supervisor, or senior management of the Company is in breach of his duties to the Company, the Company shall have a right to:</p> <p>(1) claim damages from the director, supervisor or senior management in compensation for losses sustained by the Company as a result of such breach;</p> <p>(2) rescind any contract or transaction entered into by the Company with the relevant director, supervisor, or senior management or with a third party (where such third party is or should be aware that there is such a breach of obligations by the director, supervisor, or senior management who acts on behalf of the Company);</p> <p>(3) demand an account of the profits made by the director, supervisor, or senior management as a result of the breach of his obligations;</p> <p>(4) recover any monies received by the director, supervisor, or senior management which should otherwise have been received by the Company, including but not limited to commissions; and</p> <p>(5) require such director, supervisor, or senior management to return the interests accrued or potentially accrued on the monies which otherwise should have been paid to the Company.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
121	<p>Article 207 The Company shall, with prior approval of shareholders at a general meeting, enter into a written contract with each director and supervisor on his remuneration. The aforesaid remuneration shall include:</p> <p style="padding-left: 40px;">(1) the remuneration for the office as a director, supervisor or senior management of the Company;</p> <p style="padding-left: 40px;">(2) the remuneration for the office as a director, supervisor or senior management of a subsidiary of the Company;</p> <p style="padding-left: 40px;">(3) the remuneration for providing management services for the Company and its subsidiaries; and</p> <p style="padding-left: 40px;">(4) the payment by way of compensation to a director or supervisor for his loss of office or retirement.</p> <p>Except under a contract mentioned above, no proceedings may be brought by a director or supervisor against the Company for any benefits due to him in respect of the matters mentioned above.</p>	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
122	<p>Article 208 The contract on remunerations between the Company and its directors or supervisors shall provide that in the event of a takeover of the Company, the Company's directors and supervisors shall, subject to prior approval of shareholders at a general meeting, have the right to receive compensation or other payment in respect of his loss of office or retirement.</p> <p>A takeover of the Company referred to in the preceding paragraph includes any of the following circumstances:</p> <p>(1) a general offer made by any person to all shareholders;</p> <p>(2) an offer made by any person with a view to make the offer or the controlling shareholder. A controlling shareholder shall have the same meaning as set forth in Article 57 of the Articles of Association.</p> <p>Where the relevant director or supervisor is in breach of this Article, any sum so received by him shall belong to those who have sold their shares as a result of the acceptance of the said offer. The expenses incurred in distributing such sum shall be borne by the relevant director or supervisor on a pro rata basis and shall not be deductible from the sum.</p>	<p>Article 172 The contract on remunerations between the Company and its directors shall provide that in the event of a takeover of the Company, the Company's directors shall, subject to prior approval of shareholders at a general meeting, have the right to receive compensation or other payment in respect of his loss of office or retirement.</p> <p>A takeover of the Company referred to in the preceding paragraph includes any of the following circumstances:</p> <p>(1) a general offer made by any person to all shareholders;</p> <p>(2) an offer made by any person with a view to make the offer or the controlling shareholder. A controlling shareholder shall have the same meaning as set forth in Article 232 of the Articles of Association.</p> <p>Where the relevant director is in breach of this Article, any sum so received by him shall belong to those who have sold their shares as a result of the acceptance of the said offer. The expenses incurred in distributing such sum shall be borne by the relevant director on a pro rata basis and shall not be deductible from the sum.</p>
123	Chapter 10 Convertible Bonds (full text)	Deleted

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
124	<p>Article 215 The Company shall deliver its annual financial report to the securities regulatory body under the State Council and the stock exchange and shall make an announcement on the same within 120 days from the conclusion of each accounting year. It shall deliver its interim financial report to the agency of the securities regulatory body under the State Council and the stock exchange and shall make an announcement on the same within 60 days from the conclusion of the first 6 months of each accounting year. The Company shall deliver its quarterly financial reports to the securities regulatory body under the State Council and the stock exchange and shall make an announcement on the same within 30 days from the end of the first 3 months and first 9 months of each accounting year respectively.</p> <p>The aforesaid financial accounting report shall be drafted in accordance with the requirements of the relevant law and regulations.</p>	<p>Article 175 The Company shall deliver its annual financial report to the agency of the securities regulatory authorities of the State Council and the stock exchange and shall make disclosure on the same within 4 months from the conclusion of each accounting year. It shall deliver its interim financial report to the agency of the securities regulatory authorities of the State Council and the stock exchange and shall make disclosure on the same within 2 months from the conclusion of the first 6 months of each accounting year.</p> <p>The aforesaid report shall be drafted in accordance with the requirements of the relevant law and regulations as well as the requirements of the securities regulatory authorities of the State Council and the stock exchange.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
125	<p>Article 216 The financial report of the Company shall be prepared in accordance with the PRC accounting standards and rules, and also in accordance with international accounting standards or that of the place where the Company's shares are listed. If there is any material difference between the financial reports prepared respectively in accordance with the aforesaid accounting standards, such difference shall be stated in the financial reports. When the Company is to distribute its after-tax profits, the lower of the after-tax profits as shown in the two financial statements shall be adopted.</p> <p>The Company shall send the aforesaid financial reports by pre-paid post at least 21 days prior to the convening of the annual general meeting to each H shareholder at the address appearing on the register of shareholders. The aforesaid report can also been given by way of publication on the website of the Hong Kong Stock Exchange in accordance with the Hong Kong Listing Rules and in compliance with the relevant procedures.</p> <p>Article 217 At each annual general meeting, the Board of the Company shall submit to the shareholders the Company's annual financial report. The annual financial reports of the Company shall be available for inspection by shareholders at the Company's place of 20 business days before the convening of the annual general meeting. Each shareholder of the Company shall be entitled to receive the financial reports mentioned in this chapter.</p>	Deleted
126	<p>Article 218 The Company shall maintain no other accounts books other than a set of statutory accounts books. No asset of the Company shall be deposited into an account under the name of any individual.</p>	<p>Article 176 The Company shall maintain no other accounts books other than a set of statutory accounts books. No fund of the Company shall be deposited into an account under the name of any individual.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
127	<p>Article 219 The Company shall allocate 10% of its profits to the statutory reserve of the Company when distributing its after-tax profits for the year, provided that no further appropriation is required if the accumulated statutory reserve exceeds 50% of the registered capital of the Company.</p> <p>If the statutory reserve of the Company is insufficient to make up for the losses brought forward from the previous year, profits for the current year shall be applied to make up for such losses before making allocations to the statutory reserve in accordance with the aforementioned requirement.</p> <p>Upon allocation of the after-tax profits to the statutory reserve, the Company may allocate a part of the after-tax profits to the discretionary reserve as approved by a resolution passed at the general meeting.</p> <p>Upon making up for the losses incurred and allocating to the statutory reserve, the balance of after-tax profits shall be distributed to the shareholders in proportion to their shareholding.</p> <p>If the aforementioned regulations are violated at the general meeting where the Company distributes profits to the shareholders prior to making up for losses and allocating to the statutory reserve, the shareholders shall return to the Company the profits distributed as a result of violation of the regulations.</p> <p>No profit shall be distributed in respect of the shares of the Company which are held by the Company.</p> <p>Any paid-up shares are entitled to the profit distribution, but shareholders with prepaid shares shall not participate in any profit distribution declared thereafter.</p>	<p>Article 177 The Company shall allocate 10% of its profits to the statutory reserve of the Company when distributing its after-tax profits for the year, provided that no further appropriation is required if the accumulated statutory reserve exceeds 50% of the registered capital of the Company.</p> <p>If the statutory reserve of the Company is insufficient to make up for the losses brought forward from the previous year, profits for the current year shall be applied to make up for such losses before making allocations to the statutory reserve in accordance with the aforementioned requirement.</p> <p>Upon allocation of the after-tax profits to the statutory reserve, the Company may allocate a part of the after-tax profits to the discretionary reserve as approved by a resolution passed at the general meeting.</p> <p>Upon making up for the losses incurred and allocating to the statutory reserve, the balance of after-tax profits shall be distributed to the shareholders in proportion to their shareholding.</p> <p>If the aforementioned regulations are violated at the general meeting where the Company distributes profits to the shareholders prior to making up for losses and allocating to the statutory reserve, the shareholders shall return to the Company the profits distributed as a result of violation of the regulations; if the Company incurs losses as a result of which, the shareholders and the responsible directors and senior management shall be liable for compensation.</p> <p>No profit shall be distributed in respect of the shares of the Company which are held by the Company.</p> <p>Any paid-up shares are entitled to the profit distribution, but shareholders with prepaid shares shall not participate in any profit distribution declared thereafter.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
128	<p>Article 220 The common reserve of the Company is used to make up for the losses of the Company, expand the business operation of the Company or increase the capital of the Company. However, capital reserve shall not be applied to make up for the losses of the Company.</p> <p>Upon transfer from the statutory reserve to capital, the remainder of such reserve shall not be less than 25% of the registered capital of the Company before such transfer takes effect.</p>	<p>Article 178 The common reserve of the Company is used to make up for the losses of the Company, expand the business operation of the Company or increase the registered capital of the Company.</p> <p>The discretionary reserve and statutory reserve shall be used first to make up the Company's losses; if the losses cannot be covered, the capital reserve can be used in accordance with the regulations.</p> <p>Upon transfer from the statutory reserve to increase registered capital, the remainder of such reserve shall not be less than 25% of the registered capital of the Company before such transfer takes effect.</p>
129	<p>Article 221 After the profit distribution plan has been resolved at the general meeting, the Board of the Company shall complete the distribution of dividends (or shares) within two months after the meeting.</p>	<p>Article 179 After the profit distribution plan has been resolved at the general meeting, or a specific plan has been formulated by the Board of the Company based on the conditions and caps of the interim dividends for the next year which have been considered and approved by the annual general meeting, the Board of the Company shall complete the distribution of dividends (or shares) within two months after the meeting.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
130	<p>Article 225 The decision-making mechanism under the Company's profit distribution policy is as follows:</p> <p>(1) The annual profit distribution proposal of the Company shall be put forth by the Board in accordance with the Company's profitability, operation and development plans, return to shareholder, capital needs, the costs of social capital and external financing environment, as well as provisions of the Company's Articles of Association. The profit distribution proposal shall be submitted to the general meeting for consideration after being considered and passed by the Board;</p> <p>(2) the profit distribution proposal shall be passed by votes representing a simple majority of the directors when considered by the Board. Independent directors shall give their independent opinions on such proposal. The Company shall make detailed record of the management's recommendations, key points presented by participating directors, independent directors' opinions, and the details on voting of the Board during the Board's meeting to consider the profit distribution proposal. The record shall be properly kept as corporate archive;</p> <p>(3) the dividend distribution proposal put forth by the Board shall be submitted to the general meeting for consideration. During the general meeting at which the profit distribution proposal is considered, there shall be various channels to proactively communicate and exchange opinions with shareholders, especially minority shareholders, whose opinions and demands shall be given full consideration. Profit distribution plan shall be passed by votes representing more than half of the voting rights held by shareholders (including proxies) present at such general meeting. The Company shall safeguard the rights of public shareholders to attend the general meeting. The Board, independent directors, and shareholders satisfying relevant requirements may solicit voting rights from the Company's shareholders at the general meeting;</p>	<p>Article 183 The decision-making mechanism under the Company's profit distribution policy is as follows:</p> <p>(1) The annual profit distribution proposal of the Company shall be put forth by the Board in accordance with the Company's profitability, operation and development plans, return to shareholder, capital needs, the costs of social capital and external financing environment, as well as provisions of the Company's Articles of Association. The profit distribution proposal shall be submitted to the general meeting for consideration after being considered and passed by the Board;</p> <p>(2) the profit distribution proposal shall be passed by votes representing a simple majority of the directors when considered by the Board. The Company shall make detailed record of the management's recommendations, key points presented by participating directors, independent directors' opinions, and the details on voting of the Board during the Board's meeting to consider the profit distribution proposal. The record shall be properly kept as corporate archive;</p> <p>(3) the dividend distribution proposal put forth by the Board shall be submitted to the general meeting for consideration. During the general meeting at which the profit distribution proposal is considered, there shall be various channels to proactively communicate and exchange opinions with shareholders, especially minority shareholders, whose opinions and demands shall be given full consideration. Profit distribution plan shall be passed by votes representing more than half of the voting rights held by shareholders (including proxies) present at such general meeting. The Company shall safeguard the rights of public shareholders to attend the general meeting. The Board, independent directors, and shareholders satisfying relevant requirements may solicit voting rights from the Company's shareholders at the general meeting;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>(4) the Company shall provide a platform for online voting in addition to a venue for general meeting in the event that the Company realize profits during an accounting year but not put forth a cash dividend distribution proposal;</p> <p>(5) in the event that any adjustments are required to be made to the Company's dividend distribution policy as a result of material changes in external business environment or its own operating conditions, the Company shall hold thorough discussion and give detailed explanation in the interest of shareholders. Adjustments to the dividend distribution policy shall be submitted to the general meeting for consideration after being considered and passed by the Board, and shall be passed by votes representing more than two-third of voting rights held by shareholders (or proxies) present at such general meeting;</p> <p>(6) After the profit distribution proposal has been resolved at the Company's general meeting, the Board of the Company shall complete the distribution of dividends (or bonus shares) within two months after the meeting;</p> <p>(7) The supervisory committee supervises the Board's implementation and decision making process of the dividend distribution policy.</p>	<p>(4) the Company shall provide a platform for online voting in addition to a venue for general meeting in the event that the Company realize profits during an accounting year but not put forth a cash dividend distribution proposal;</p> <p>(5) in the event that any adjustments are required to be made to the Company's dividend distribution policy as a result of material changes in external business environment or its own operating conditions, the Company shall hold thorough discussion and give detailed explanation in the interest of shareholders. Adjustments to the dividend distribution policy shall be submitted to the general meeting for consideration after being considered and passed by the Board, and shall be passed by votes representing more than two-third of voting rights held by shareholders (or proxies) present at such general meeting;</p> <p>(6) After the profit distribution proposal has been resolved at the Company's general meeting, the Board of the Company shall complete the distribution of dividends (or bonus shares) within two months after the meeting;</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
131	<p>Article 226 The Company maintains an internal audit system, with professional audit personnel performing internal audit on the financial income and expenses and economic activities of the Company.</p> <p>Article 227 The Company’s internal audit system and duties of the audit personnel shall be implemented upon the approval of the Board. The head of audit shall be accountable and report to the Board.</p>	<p>Article 184 The Company maintains an internal audit system, which specifies the leadership system, responsibilities and authorisations, staffing, financial security, application of audit results and accountability for internal audit work.</p> <p>The Company’s internal audit system shall be implemented upon the approval of the Board and disclosed to the public.</p>
132	—	<p>Article 185 The internal audit institution of the Company shall supervise and inspect the Company’s business activities, risk management, internal control and financial information.</p>
133	—	<p>Article 186 The internal audit institution is accountable to the board of directors. During the supervision and inspection of the Company’s business activities, risk management, internal control, and financial information, the internal audit institution shall be subject to the oversight and guidance of the audit committee. If the internal audit institution discovers any significant issues or leads, it shall immediately report directly to the audit committee.</p> <p>With the consent of three or more directors, a third-party audit institution may be entrusted to conduct a special audit of the Company’s financial position, production and operation.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
134	—	Article 187 The internal audit institution is responsible for the specific organization and implementation of the Company's internal control evaluation. Based on the evaluation report issued by the internal audit institution and reviewed by the Audit Committee, as well as relevant materials, the Company shall issue its annual internal control evaluation report.
135	—	Article 188 The internal audit function shall actively support and assist the audit committee in its communications with external auditors, including accounting firms and state audit agencies.
136	—	Article 189 The Audit Committee participates in the performance evaluation of the head of internal audit.
137	Article 228 The Company shall engage an accounting firm which is qualified for securities related business to audit the financial statements, and provide net assets verification and other related consulting services for a term of one year. The appointment of accounting firm may be renewed upon the expiry of its term.	Article 190 The Company shall engage an accounting firm which complies with the requirements of the Securities Law to audit the financial statements, and provide net assets verification and other related consulting services for a term of one year. The appointment of accounting firm may be renewed upon the expiry of its term.
138	Article 229 The Company's engagement or termination of an accounting firm shall be subject to the resolution of the general meeting, and the Board shall not engage an accounting firm until the general meeting makes its decision. The Company's engagement, termination or non-renewal of the engagement of an accounting firm shall be filed with the securities regulatory body under the State Council for record.	Article 191 The Company's engagement or termination of an accounting firm that is responsible for the Company's audit work shall be subject to the resolution of the general meeting, and the Board shall not engage an accounting firm until the general meeting makes its decision.

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
139	<p>Article 230 Where the Company intends to appoint a new accounting firm, the proposal for the engagement shall be given to the accounting firm proposed to be engaged before the issue of the notice of the general meeting.</p>	<p>Deleted</p>
140	<p>Article 235 Should the Company terminate or cease to renew the engagement of an accounting firm, a notice of 30 days prior to the termination of engagement or renewal shall be given to that accounting firm. The accounting firm shall be entitled to make a statement at the general meeting at the time of voting upon ceasing the engagement of such accounting firm.</p> <p>Where the accounting firm which is ceasing to act makes a written statement and requests the Company to inform shareholders of the same, the Company shall take the following measures unless such statement is delivered too late:</p> <p style="padding-left: 20px;">(i) the statement made by the accounting firm which is ceasing to act shall be specified in the notice given for the purpose of making a resolution;</p> <p style="padding-left: 20px;">(ii) a copy of such statement shall be annexed to the notice and given to shareholders in a manner as stipulated in the Articles of Association.</p> <p>If the Company fails to deliver the statement of the accounting firm in question as specified in the preceding paragraph of this Article, the said accounting firm may request to have such statement read out at the general meeting, and may make further complaints.</p>	<p>Article 196 Should the Company terminate or cease to renew the engagement of an accounting firm, a notice of 30 days prior to the termination of engagement or renewal shall be given to that accounting firm. The accounting firm shall be entitled to make a statement at the general meeting at the time of voting upon ceasing the engagement of such accounting firm.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
141	<p>Article 236 Where the accounting firm tenders resignation, it shall explain to the general meeting whether there are any improper practices of the Company.</p> <p>An accounting firm may resign its office by depositing at the Company's legal address a resignation notice. Such notification shall come into effect on the date when they are placed at the legal address of the Company or such a later date as stated in the said notification. Such notice shall include the following:</p> <p style="padding-left: 40px;">(i) a declaration that its resignation does not involve any matters that should be explained to the Company's shareholders or creditors; or</p> <p style="padding-left: 40px;">(ii) any statement of any matters that should be explained.</p> <p>Within 14 days upon receipt of the written notification referred to in the preceding paragraph, the Company shall deliver a photocopy of such notification to the relevant competent authority. If the notification contains such statements as mentioned in Item (ii) hereof, duplicates of such statements shall be made available at the Company for shareholders' inspection. The Company shall also send the aforesaid duplicates by prepaid post to each H shareholder at the address recorded in the register of members. The aforesaid statements can also be given by way of publication on the website of the Hong Kong Stock Exchange in accordance with the Hong Kong Listing Rules and in compliance with the relevant procedures.</p>	<p>Article 197 Where the accounting firm tenders resignation, it shall explain to the general meeting whether there are any improper practices of the Company.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
	<p>The outgoing accounting firm shall be entitled to attend the general meeting to be held due to its resignation, and to receive all notices of the aforesaid meetings and other information relating to such meetings, and to speak at the aforesaid meetings about matters relating to its capacity as a former accounting firm of the Company.</p> <p>If the resignation notice from the accounting firm contains statements of any matters that should be explained, the accounting firm may request the Board to call an extraordinary general meeting to listen to its explanation regarding the resignation.</p>	
142	<p>Article 238 Any notice issued by the Company in the form of a public announcement shall be deemed to have been received by all relevant persons once it is published.</p> <p>The “announcement” referred to in the Articles of Association, unless the context otherwise requires, for the purpose of the announcements to be issued to holders of domestic shares or announcements to be issued in China in accordance with relevant regulations and the Articles of Association, means announcements which are published in the newspapers, periodicals or website(s) of China, and such newspapers, periodicals and website(s) shall be those designated under the the law or regulations of China or by the securities regulatory body under the State Council; for the purpose of announcement issued to H shareholders or announcements issued in Hong Kong in accordance with the relevant provisions and the Articles of Association, such announcements shall be published on the Company’s website and on the website of the Hong Kong Stock Exchange in compliance with the requirements of the Hong Kong Listing Rules, and on other websites as required from time to time by the Hong Kong Listing rules.</p>	<p>Article 199 Any notice issued by the Company in the form of a public announcement shall be deemed to have been received by all relevant persons once it is published.</p> <p>The “announcement” referred to in the Articles of Association, unless the context otherwise requires, for the purpose of the announcements to be issued to holders of domestic shares or announcements to be issued in China in accordance with relevant regulations and the Articles of Association, means announcements which are published in the newspapers, periodicals or website(s) in compliance with the requirements of laws and regulations; for the purpose of announcement issued to H shareholders or announcements issued in Hong Kong in accordance with the relevant provisions and the Articles of Association, such announcements shall be published on the Company’s website and on the website of the Hong Kong Stock Exchange in compliance with the requirements of the Hong Kong Listing Rules, and on other websites as required from time to time by the Hong Kong Listing rules.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
143	Article 241 Any notice for convening a meeting of the supervisory committee of the Company shall be given by a notice in writing or via email.	Deleted
144	<p>Article 242 Unless otherwise stipulated in the Articles of Association, corporate communication (as defined in Hong Kong Listing Rules), such as notices, information or written statements, sent to H shareholders by the Company may be delivered by hand or by prepaid post to the registered address of each H shareholder. The Company may deliver its corporate communication in electronic way in accordance with the provisions of Hong Kong Listing Rules, provided that the Company has made appropriate arrangements and is in compliance with the provisions of Hong Kong Listing Rules regarding delivery of corporate communication in electronic way.</p> <p>By giving a written notice to the Company, H shareholders of the Company may select receiving corporate communication from the Company either in electronic way or by post. The shareholder may also select only receive corporate communication in either Chinese or English or both Chinese and English. The shareholder may also give a written notice to the Company in advance within reasonable time to amend his/her choice of the mean to receive the aforesaid communication and language version(s) according to the appropriate procedures.</p>	<p>Article 202 Unless otherwise stipulated in the Articles of Association, corporate communication (as defined in Hong Kong Listing Rules, including but is not limited to: (i) the directors’ report, its annual accounts together with a copy of the auditor’s report and, where applicable, its summary financial report; (ii) the interim report and, where applicable, its summary interim report; (iii) a notice of meeting; (iv) a listing document; (v) a circular; and (vi) a proxy form), such as notices, information or written statements, sent to H shareholders by the Company may be delivered or provided in electronic way in accordance with the provisions of Hong Kong Listing Rules and/or through the website of the Company and the website of the stock exchange(s) of the place(s) where the Company’s shares are listed, provided that the Company has made appropriate arrangements and is in compliance with the appropriate laws and regulations and listing rules of the place(s) where the Company’s shares are listed as well as the Articles of Association.</p> <p>By giving a written notice to the Company, H shareholders of the Company may select receiving corporate communication from the Company either in electronic way or by post. The shareholder may also select only receive corporate communication in either Chinese or English or both Chinese and English. The shareholder may also give a written notice to the Company in advance within reasonable time to amend his/her choice of the mean to receive the aforesaid communication and language version(s) according to the appropriate procedures.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
145	Article 243 For notices of the Company delivered by hand, an acknowledgement of receipt shall be signed (or stamped) by the recipient and the date of delivery shall be the date on which the acknowledgement is signed; for notices delivered by post, the date of delivery shall be the third business day from the mail delivered to the post office; for notices delivered by way of announcements, the date of service shall be the date on which the first announcement is published; for notices delivered by email, the date of service shall be the date on which the email is dispatched. However, the Company shall notify the recipient over phone on the day the email is dispatched , and keep the record of delivery and acknowledgement of receipt of the email until the signing of the resolution.	Article 203 For notices of the Company delivered by hand, an acknowledgement of receipt shall be signed (or stamped) by the recipient and the date of delivery shall be the date on which the acknowledgement is signed; for notices delivered by post, the date of delivery shall be the third business day from the mail delivered to the post office; for notices delivered by way of announcements, the date of service shall be the date on which the first announcement is published; for notices delivered by email, the date of service shall be the date on which the email is dispatched, and keep the record of delivery and acknowledgement of receipt of the email until the signing of the resolution.
146	Article 245 The Company has designated China Securities Journal , http://www.cninfo.com.cn and a Hong Kong or overseas English media as the platform for publishing the Company’s announcements and other information which needed to be disclosed.	Article 205 The Company has designated http://www.cninfo.com.cn and a Hong Kong or overseas English media, etc. as the platform for publishing the Company’s announcements and other information which needed to be disclosed.
147	—	Relocate the original Article 148 to Article 206 to “Investor Relations Management”.

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
148	<p>Article 246 The Company may undergo merger or spin-off in compliance with the law. The merger of the Company may take the form of either merger by absorption or merger by the establishment of a new company.</p>	<p>Article 207 The Company may undergo merger or spin-off in compliance with the law. The merger of the Company may take the form of either merger by absorption or merger by the establishment of a new company. The absorption by one company of another company constitutes a merger by absorption, in which case the absorbed company shall be dissolved. The merger of two or more companies into a new company constitutes a merger by new establishment, in which case all the parties to the merger shall be dissolved.</p> <p>If the payment made by the Company for a merger does not exceed ten percent of its net assets, it may not require approval from the general meetings, except as otherwise provided in these Articles of Association. If the Company merges in accordance with the provisions of the preceding paragraph without the from the general meetings, it should be approved by the board of directors.</p>
149	<p>Article 249 As far as mergers are concerned, parties to the merger shall sign a merger agreement, and prepare the balance sheet and a list of property. The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers designated by the securities regulatory body under the State Council within 30 days from the date of passage of the resolution on the merger. Creditors may, within 30 days upon receipt of the notification, (or for creditors who have not received such notification within 45 days after the date of announcement), request the Company to make repayments or provide corresponding guarantees in respect of its indebtedness.</p>	<p>Article 209 As far as mergers are concerned, parties to the merger shall sign a merger agreement, and prepare the balance sheet and a list of property. The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers and periodicals that comply with the requirements of laws and regulations or National Enterprise Credit Information Publicity System within 30 days from the date of passage of the resolution on the merger. Creditors may, within 30 days upon receipt of the notification, (or for creditors who have not received such notification within 45 days after the date of announcement), request the Company to make repayments or provide corresponding guarantees in respect of its indebtedness.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
150	<p>Article 251 As far as spin-offs are concerned, property of the Company shall be split up accordingly.</p> <p>Upon spin-off, the balance sheet and a list of property shall be prepared. The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers designated by the securities regulatory body under the State Council within 30 days from the date of passage of the resolution on the spin-off.</p> <p>The indebtedness of the Company prior to the spin-off shall be jointly assumed by the companies which exist after the spin-off unless otherwise agreed between the Company and its creditors under a written agreement in relation to the settlement of debts prior to the spin-off.</p>	<p>Article 211 As far as spin-offs are concerned, property of the Company shall be split up accordingly.</p> <p>Upon spin-off, the balance sheet and a list of property shall be prepared. The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers and periodicals that comply with the requirements of laws and regulations or National Enterprise Credit Information Publicity System within 30 days from the date of passage of the resolution on the spin-off.</p> <p>The indebtedness of the Company prior to the spin-off shall be jointly assumed by the companies which exist after the spin-off unless otherwise agreed between the Company and its creditors under a written agreement in relation to the settlement of debts prior to the spin-off.</p>
151	<p>Article 252 As far as reductions in its registered capital are concerned, the Company shall prepare the balance sheet and a list of property.</p> <p>The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers designated by the securities regulatory body under the State Council within 30 days from the date of passage of the resolution on such reduction. Creditors are entitled to, within 30 days upon receipt of the notification, (or for creditors who have not received such notification, within 45 days after the date of announcement), request the Company to make repayments or provide corresponding guarantees in respect of its indebtedness.</p> <p>The registered capital of the Company after such reduction shall not be less than the statutory minimum amount of registered capital.</p>	<p>Article 212 As far as reductions in its registered capital are concerned, the Company shall prepare the balance sheet and a list of property.</p> <p>The Company shall notify its creditors within 10 days, and shall make an announcement in one or more newspapers that comply with the requirements of laws and regulations or National Enterprise Credit Information Publicity System within 30 days from the date of passage of the resolution on such reduction. Creditors are entitled to, within 30 days upon receipt of the notification, (or for creditors who have not received such notification, within 45 days after the date of announcement), request the Company to make repayments or provide corresponding guarantees in respect of its indebtedness.</p> <p>In case of any reduction in registered capital, unless otherwise provided by laws or the Articles of Association, the amount of capital contribution or shares shall be reduced correspondingly in proportion to the capital contributed by the shareholders or their shareholdings.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
152	—	<p>Article 213 Where the Company still incurs losses after making up its losses in accordance with Paragraph 2 of Article 178 of the Articles of Association, it may reduce its registered capital to make up for the losses. If the registered capital is reduced to make up for losses, the Company shall not make distribution to its shareholders, nor exempt the shareholders from their obligation to make capital contribution or calls on share.</p> <p>The provisions of the Paragraph 2 of the preceding article shall not apply to the reduction in the registered capital in accordance with the preceding article. The Company shall make an announcement in one or more newspapers and periodicals that comply with the requirements of laws and regulations or National Enterprise Credit Information Publicity System within 30 days from the date of the resolution on the reduction of its registered capital at general meeting. After reducing its registered capital in accordance with the provisions of the preceding two paragraphs, the Company shall not distribute profits until the cumulative amount of its statutory reserve and discretionary reserve reaches 50% of its registered capital.</p>
153	—	<p>Article 214 If the registered capital is reduced in violation of the Company Law and other relevant provisions, shareholders shall return the funds received, and the obligations of shareholders to make capital contributions shall be restored if such obligations are reduced or waived; if the Company incurs losses as a result of which, the shareholders and the responsible directors and senior management shall be liable for compensation.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
154	—	<p>Article 215 Where an increase in registered capital of the Company is made by means of issue of new shares, the shareholders do not have any pre-emptive right unless the Articles of Association provides otherwise or the shareholders' general meeting resolves that the shareholders shall have pre-emptive right.</p>
155	<p>Article 254 The Company shall be dissolved and liquidated according to law upon the occurrence of any of the following events:</p> <p>(1) a resolution on dissolution has been passed at a general meeting;</p> <p>(2) the Company has to be dissolved as a result of its merger or spin-off;</p> <p>(3) the business license has been cancelled or the Company has been ordered to close down its operations, or it has been wound up;</p> <p>(4) any other cause for dissolution specified in the Articles of Association arises;</p> <p>(5) a shareholder who holds more than 10% of the voting rights of all shareholders may petition the people's court to dissolve the Company on the basis that there are serious difficulties in the operation and management of the Company whose subsistence will significantly jeopardise the shareholders' interests and that such difficulties cannot be resolved by any other means.</p>	<p>Article 217 The Company shall be dissolved and liquidated according to law upon the occurrence of any of the following events:</p> <p>(1) a resolution on dissolution has been passed at a general meeting;</p> <p>(2) the Company has to be dissolved as a result of its merger or spin-off;</p> <p>(3) the business license has been cancelled or the Company has been ordered to close down its operations, or it has been wound up;</p> <p>(4) the term of its operations specified in the Articles of Association has expired or any other cause for dissolution specified in the Articles of Association arises;</p> <p>(5) a shareholder who holds more than 10% of the voting rights of all shareholders may petition the people's court to dissolve the Company on the basis that there are serious difficulties in the operation and management of the Company whose subsistence will significantly jeopardise the shareholders' interests and that such difficulties cannot be resolved by any other means.</p> <p>If the Company encounters the reasons for dissolution as stipulated in the preceding paragraph, it shall publicize the reasons for dissolution through the National Enterprise Credit Information Publicity System within 10 days.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
156		<p>Article 218 Under the circumstances set out in items (1) and (4) of Article 217 of the Articles of Association, and the property has not been distributed to shareholders, the Company may survive through amendment of the Articles of Association or by resolution of the general meeting.</p> <p>Amendments to the Articles of Association or resolutions of the general meeting pursuant to the preceding paragraph shall be approved by more than two-thirds of the votes held by the shareholders present at the general meeting.</p>
157	<p>Article 255 If the Company is dissolved pursuant to subsections (1), (3), (4) and (5) of Article 254 hereof, a liquidation team shall be formed to start the liquidation within 15 days from the date on which the causes for dissolution arise. The liquidation team shall be composed of the personnel determined at a general meeting by way of ordinary resolution. If no liquidation team is formed for the purpose of liquidation within the time limit, a creditor may lodge an application to the people’s court for designating the relevant persons to form the liquidation team in respect of the liquidation. The people’s court shall accept the application, and a liquidation team shall be formed promptly to start the liquidation.</p>	<p>Article 219 If the Company is dissolved pursuant to subsections (1), (3), (4) and (5) of Article 217 hereof, and the directors are the liquidation obligors of the Company, a liquidation team shall be formed to proceed the liquidation within 15 days from the date on which the causes for dissolution arise. The liquidation team shall consist of directors, except where otherwise provided by the Articles of Association or resolved by the general meeting to appoint others. The liquidation obligors shall be liable for any losses incurred by the Company or its creditors as a result of their failure to perform liquidation obligations in a timely manner.</p>

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
158	<p>Article 257 The liquidation team shall notify creditors within 10 days, and shall make an announcement in one or more newspapers designated by the securities regulatory body under the State Council within 60 days, from the date of formation. Creditors shall report its claims to the liquidation team within 30 days after the date of receipt of the notice, or within 45 days after the date of the announcement if no notice is received.</p> <p>In reporting a claim, a creditor shall explain the relevant particulars of its claim and provide supporting materials. The liquidation team shall register the claim.</p> <p>During the period of reporting claims, the liquidation team shall make no settlement with creditors.</p>	<p>Article 221 The liquidation team shall notify creditors within 10 days, and shall make an announcement in one or more newspapers and periodicals that comply with the requirements of laws and regulations or National Enterprise Credit Information Publicity System within 60 days, from the date of formation. Creditors shall report its claims to the liquidation team within 30 days after the date of receipt of the notice, or within 45 days after the date of the announcement if no notice is received.</p> <p>In reporting a claim, a creditor shall explain the relevant particulars of its claim and provide supporting materials. The liquidation team shall register the claim.</p> <p>During the period of reporting claims, the liquidation team shall make no settlement with creditors.</p>
159	<p>Article 258 After the Company's property has been sorted out and the balance sheet and a list of property have been prepared, the liquidation team shall formulate a proposal for liquidation and report the same to the general meeting or the relevant authority for confirmation.</p>	<p>Article 222 After the Company's property has been sorted out and the balance sheet and a list of property have been prepared, the liquidation team shall formulate a proposal for liquidation and report the same to the general meeting or the people's court for confirmation.</p>
160	<p>Article 260 The liquidation team shall apply to the people's court for the declaration of bankruptcy according to law if they find that the Company's property is insufficient to settle its indebtedness after the Company's property has been sorted out and the balance sheet and a list of property have been prepared. If the Company declares its bankruptcy pursuant to a ruling of the people's court, the liquidation team shall transfer the liquidation affairs to the people's court.</p>	<p>Article 224 The liquidation team shall apply to the people's court for the bankruptcy liquidation according to law if they find that the Company's property is insufficient to settle its indebtedness after the Company's property has been sorted out and the balance sheet and a list of property have been prepared. If the application for bankruptcy of the Company was accepted by the people's court, the liquidation team shall transfer the liquidation affairs to the bankruptcy administrator designated by the people's court.</p>

**APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS
TO THE ARTICLES OF ASSOCIATION**

No.	Before Amendment	After Amendment
161	<p>Article 262 Members of the liquidation team shall perform their duty honestly and discharge the obligation of liquidation in accordance with the law.</p> <p>Members of the liquidation team shall not take personal advantage of their posts to take bribes, receive other illegal incomes, or misappropriate assets of the Company.</p> <p>Members of the liquidation team shall compensate the losses brought to the Company or the creditors due to their intentional or gross negligence.</p>	<p>Article 226 Members of the liquidation team shall perform their liquidation duty and assume duties of loyalty and due diligence. Members of the liquidation team shall compensate the losses brought to the Company due to their negligent in performing liquidation duties and compensate the losses brought to the creditors due to their intentional or gross negligence.</p>
162	<p>Article 264 The Company shall amend the Articles of Association under any of the following circumstances:</p> <p>(1) following amendments to the Company Law or the relevant law or administrative regulations, any provisions of the Articles of Association contravene the amended law or administrative regulations;</p> <p>(2) changes in the Company are inconsistent with the provisions of the Articles of Association;</p> <p>(3) amendments to the Articles of Association are resolved at a general meeting.</p>	<p>Article 228 The Company will amend the Articles of Association under any of the following circumstances:</p> <p>(1) following amendments to the Company Law or the relevant law or administrative regulations, any provisions of the Articles of Association contravene the amended law or administrative regulations;</p> <p>(2) changes in the Company are inconsistent with the provisions of the Articles of Association;</p> <p>(3) amendments to the Articles of Association are resolved by special resolution at a general meeting.</p>
163	Chapter 15 Dispute Resolution (full text)	Deleted

APPENDIX III DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE ARTICLES OF ASSOCIATION

No.	Before Amendment	After Amendment
164	<p>Article 269 A de facto controller shall mean any person who is not a shareholder of the Company, but has de facto control over actions of the Company through the investment relationship, an agreement or other arrangements.</p> <p>Related relationship shall mean the relationship between a controlling shareholder, de facto controller, director, supervisor or senior management of the Company and their directly or indirectly controlled enterprises and other relationships which may result in the transfer of the Company's interests.</p>	<p>Article 232</p> <p>(1) A manager shall mean a president.</p> <p>(2) A vice manager shall mean an executive vice president.</p> <p>(3) A controlling shareholder shall mean a shareholder who holds more than 50% of the Company's total share capital, or a shareholder holds shares representing less than 50% of the capital but whose voting rights are sufficient to exert a material influence on the resolutions of the general meeting.</p> <p>(4) A de facto controller shall mean a natural person, legal person or unincorporated organization which has de facto control over actions of the Company through the investment relationship, an agreement or other arrangements.</p> <p>(5) Related relationship shall mean the relationship between a controlling shareholder, de facto controller, director or senior management of the Company and their directly or indirectly controlled enterprises and other relationships which may result in the transfer of the Company's interests. However, enterprises owned by the State will not be regarded as having connected relations only because they are owned by the State.</p>
165	<p>Article 272 All references to "over", "within", "below", "at least" in the Articles of Association shall be inclusive of the stated figure; all references to "not more than", "other than", "lower", "more than" shall be exclusive of the stated figure.</p>	<p>Article 274 All references to "over", "within", "below", "at least" in the Articles of Association shall be inclusive of the stated figure; all references to "exceed", "over", "other than", "lower", "more than" shall be exclusive of the stated figure.</p>

Note: In addition to the aforementioned amendments, the following matters will not be listed in detail as they do not involve substantive changes: (1) pursuant to the Company Law, all references to "general meeting" in the revised Articles of Association will be updated to "general meeting"; (2) to align with the Company's internal operational practices, certain position titles will be revised as follows: "chairman of the board of directors" to "chairman", "vice chairman of the board of directors" to "vice chairman", "president" to "manager", and "executive vice president" to "deputy manager"; and (3) the serial numbers of the clauses will be adjusted accordingly due to the addition or deletion of clauses.

APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE GENERAL MEETING

Comparison Table of Amendments to the Procedural Rules for the General Meeting of China Vanke Co., Ltd.

Before Amendment	After Amendment
<p>Article 1 To clearly define the responsibilities and authorities of the general meeting, standardize operating procedures and maximize the function of the general meeting, these Rules are formulated in accordance with the Company Law of the People’s Republic of China (the “Company Law”), the Securities Law of the People’s Republic of China (the “Securities Law”), the Rules for Shareholders’ General Meetings of Listed Companies, the Articles of Association of China Vanke Co., Ltd. (the “Articles of Association”) and relevant regulations.</p>	<p>Article 1 To clearly define the responsibilities and authorities of the general meeting, standardize operating procedures and maximize the function of the general meeting, these Rules are formulated in accordance with the Company Law of the People’s Republic of China (the “Company Law”), the Securities Law of the People’s Republic of China (the “Securities Law”), the Rules for Shareholders’ General Meetings of Listed Companies, the Articles of Association of China Vanke Co., Ltd. (the “Articles of Association”) and relevant regulations.</p>
<p>Article 3 A general meeting is the organ of power of the Company and shall lawfully exercise its duties and powers as follows:</p> <p>(1) decide on the business policies and investment plans of the Company;</p> <p>(2) elect and replace directors and supervisors assumed by non-staff representatives members; decide on the remuneration of the directors and supervisors;</p> <p>(3) consider and approve the report of the board of directors;</p> <p>(4) consider and approve the report of the supervisory committee;</p> <p>(5) consider and approve the Company’s annual budget and final accounts proposals;</p> <p>(6) consider and approve the Company’s profit distribution plan and loss recovery plan;</p> <p>(7) make resolution on the increase or decrease of the registered capital of the Company;</p> <p>(8) make resolution on the issuance of bonds by the Company;</p> <p>(9) make resolution on the merger, spin-off, change in corporate form, dissolution or liquidation of the Company;</p> <p>(10) amend the Articles of Association;</p> <p>(11) make a resolution on the Company’s engagement and dismissal of an accounting firm;</p> <p>(12) consider and approve changes in the use of the funds raised;</p> <p>(13) consider the Company’s purchase or disposal of major assets or guarantees in excess of 30% of the Company’s latest audited total assets within one year;</p>	<p>Article 3 A general meeting is the organ of power of the Company and shall lawfully exercise its duties and powers as follows:</p> <p>(1) elect and replace directors assumed by non-staff representatives members; decide on the remuneration of the directors;</p> <p>(2) consider and approve the report of the board of directors;</p> <p>(3) consider and approve the Company’s profit distribution plan and loss recovery plan;</p> <p>(4) make resolution on the increase or decrease of the registered capital of the Company;</p> <p>(5) make resolution on the issuance of bonds by the Company;</p> <p>(6) make resolution on the merger, spin-off, change in corporate form, dissolution or liquidation of the Company;</p> <p>(7) amend the Articles of Association;</p> <p>(8) make a resolution on the Company’s engagement and dismissal of an accounting firm that is responsible for the Company’s audit work;</p> <p>(9) consider and approve changes in the use of the funds raised;</p> <p>(10) consider the Company’s purchase or disposal of major assets or provided to other parties in excess of 30% of the Company’s latest audited total assets within one year;</p>

APPENDIX IV	DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE GENERAL MEETING
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Before Amendment	After Amendment
<p>(14) consider any guarantee provided after the total amount of external guarantees by the Company and its majority-owned subsidiaries reach or exceed 50% of the latest audited net assets. The guarantees provided by the Company for the mortgage of home purchasers shall not be included within the scope of external guarantees mentioned in these Rules;</p> <p>(15) consider any guarantees among the Company's external guarantees, provided for a target party whose asset-liability ratio is over 70%;</p> <p>(16) consider external guarantees of the Company with a single guaranteed amount in excess of 10% of the Company's latest audited net assets;</p> <p>(17) consider any guarantee provided by the Company to its shareholders, de facto controllers and their related parties;</p> <p>(18) consider and approve the Company's equity incentive plan;</p> <p>(19) consider other matters on which resolutions shall be made by a general meeting as required by the provisions of the laws, regulations, rules of stock exchange and the Articles of Association.</p> <p>The authorization by the general meeting to the board of directors or other organization and individual to perform other duties, shall comply with the laws and regulations, rules of stock exchange, other normative documents and relevant requirements of the Articles of Association.</p>	<p>(11) consider any guarantee provided after the total amount of external guarantees by the Company and its majority-owned subsidiaries reach or exceed 50% of the latest audited net assets. The guarantees provided by the Company for the mortgage of home purchasers shall not be included within the scope of external guarantees mentioned in these Rules;</p> <p>(12) consider any external guarantee provided by the Company, the total amount of which exceeds 30% of the latest audited total assets of the Company;</p> <p>(13) consider any guarantees among the Company's external guarantees, provided for a target party whose asset-liability ratio is over 70%;</p> <p>(14) consider external guarantees of the Company with a single guaranteed amount in excess of 10% of the Company's latest audited net assets;</p> <p>(15) consider any guarantee provided by the Company to its shareholders, de facto controllers and their related parties;</p> <p>(16) consider and approve the Company's equity incentive plan and employee shareholding plan;</p> <p>(17) consider other matters on which resolutions shall be made by a general meeting as required by the provisions of the laws, regulations, rules of stock exchange and the Articles of Association.</p> <p>The general meeting may delegate the Board to resolve on the issuance of corporate bonds.</p>
<p>Article 4 General meetings include annual general meetings and extraordinary general meetings. The annual general meeting shall be convened at least once a year, and held within six months after the end of the previous accounting year. The extraordinary general meeting shall be convened from time to time.</p> <p>If the Company cannot convene the general meeting within the period prescribed above, it shall report to the China Securities Regulatory Commission Shenzhen Bureau and Shenzhen Stock Exchange, and make an announcement with relevant explanations.</p>	<p>Article 4 General meetings include annual general meetings and extraordinary general meetings. The annual general meeting shall be convened once a year, and held within six months after the end of the previous accounting year. The extraordinary general meeting shall be convened from time to time.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 5 The Company shall convene an extraordinary general meeting within two months of the occurrence of any one of the following events:</p> <p>(1) when the total number of directors is less than the minimum number prescribed by the Company Law or less than two-thirds of the number required by the Articles of Association;</p> <p>(2) when the amount of unrecovered losses of the Company reaches one-third of the total paid-up share capital;</p> <p>(3) when a shareholder individually or together with other shareholders holding more than 10 per cent of the Company's shares request(s) to convene such a meeting;</p> <p>(4) when the board of directors deems it necessary;</p> <p>(5) when the supervisory committee proposes to convene such a meeting;</p> <p>(6) when it is proposed by more than half of the independent directors, and considered and approved by the board of directors;</p> <p>(7) when other situations stipulated by the Articles of Association occur.</p> <p>The shareholding mentioned in item (3) above is calculated based on the date which the notice of the general meeting being despatched. However, prior to the announcement of the resolutions approved at the general meeting, the number of the Company's shares individually or jointly held by the shareholders mentioned in item (3) above shall not be lower than 10% of the total number of the Company's shares with voting rights; should the shareholding less than 10%, resolutions passed at the extraordinary general meeting shall become invalid.</p>	<p>Article 5 The Company shall convene an extraordinary general meeting within two months of the occurrence of any one of the following events:</p> <p>(1) when the total number of directors is less than the minimum number prescribed by the Company Law or less than two-thirds of the number required by the Articles of Association;</p> <p>(2) when the amount of unrecovered losses of the Company reaches one-third of the total share capital;</p> <p>(3) when a shareholder individually or together with other shareholders holding more than 10 per cent of the Company's shares request(s) to convene such a meeting;</p> <p>(4) when the board of directors deems it necessary;</p> <p>(5) when the audit committee proposes to convene such a meeting;</p> <p>(6) when it is proposed by more than half of the independent directors, and considered and approved by the board of directors;</p> <p>(7) when other situations stipulated by the Articles of Association occur.</p> <p>The shareholding mentioned in item (3) above is calculated based on the date which the notice of the general meeting being despatched. However, prior to the announcement of the resolutions approved at the general meeting, the number of the Company's shares individually or jointly held by the shareholders mentioned in item (3) above shall not be lower than 10% of the total number of the Company's shares with voting rights; should the shareholding less than 10%, resolutions passed at the extraordinary general meeting shall become invalid.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 6 When the Company holds a general meeting, a lawyer shall be engaged to give legal opinions on the following matters and make an announcement:</p> <p>(1) whether or not the procedures for convening and holding the meeting are in compliance with the laws, administrative regulations, and the Articles of Association;</p> <p>(2) whether or not the qualifications of the members present at the meeting, and of the convenor, are lawful and valid;</p> <p>(3) whether or not the voting procedures at the meeting and the voting results are lawful and valid;</p> <p>(4) legal opinions to be given on other relevant matters at the request of the Company.</p>	<p>Article 6 When the Company holds a general meeting, a lawyer shall be engaged to give legal opinions on the following matters and make an announcement:</p> <p>(1) whether or not the procedures for convening and holding the meeting are in compliance with requirements of the laws, administrative regulations, and the Articles of Association;</p> <p>(2) whether or not the qualifications of the members present at the meeting, and of the convenor, are lawful and valid;</p> <p>(3) whether or not the voting procedures at the meeting and the voting results are lawful and valid;</p> <p>(4) legal opinions to be given on other relevant matters at the request of the Company.</p>
<p>Article 7 The general meeting shall be held at the domicile of the Company or a specific venue set out in the notice of the general meeting. A general meeting shall be conducted in the form of a physical meeting at the designated venue for meeting. In addition, the Company will provide online and other means for the convenience of participation by the shareholders. A shareholder who participates in a general meeting by the aforesaid means shall be deemed as being present.</p>	<p>Article 7 The general meeting shall be held at the domicile of the Company or a specific venue set out in the notice of the general meeting. A general meeting shall be conducted in the form of a physical meeting at the designated venue for meeting, and may also be convened by means of electronic communication. In addition, the Company will provide online and other means for the convenience of participation by the shareholders. A shareholder who participates in a general meeting by the aforesaid means shall be deemed as being present.</p>
<p>Article 10 A general meeting shall be convened by the board of directors and chaired by the chairman of the board of directors of the Company. In the event that the chairman of the board of directors unable or fails to perform his/her duties, the vice-chairman of the board of directors shall chair the meeting. In the event that there is no the vice-chairman of the board of directors, or the the vice-chairman of the board of directors is also unable or fails to perform his/her duties, a director jointly elected by more than half of the directors shall chair the meeting.</p>	<p>Article 10 The board of directors shall convene the general meeting on time within the specified period.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 11 An extraordinary general meeting shall be convened with proposal by more than half of the independent directors to the board of directors. The board of directors shall, in accordance with the requirements of the laws, administrative regulations and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after resolution of the board of directors is passed; if the board of directors does not agree to convene the extraordinary general meeting, it shall make announcement with relevant explanations.</p>	<p>Article 11 Subject to the consent of more than half of all the independent directors, an extraordinary general meeting shall be convened with proposal by the independent directors to the board of directors. The board of directors shall, in accordance with the requirements of the laws, administrative regulations and the Articles of Association, give a written response as to whether or not it agrees to convene an extraordinary general meeting within 10 days upon receipt of such proposal.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after resolution of the board of directors is passed; if the board of directors does not agree to convene the extraordinary general meeting, it shall make announcement with relevant explanations.</p>
<p>Article 12 The supervisory committee shall have the right to propose to the board of directors to convene an extraordinary general meeting. Such proposal shall be made in writing. The board of directors shall give written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the proposal in accordance with the requirements of the laws, administrative regulations, the Articles of Association and these Rules.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed. Any change made to the original proposal in the notice shall be approved by the supervisory committee.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the proposal, it shall be deemed that the board of directors is unable or fail to fulfil its responsibilities to convene the general meeting. The supervisory committee can then convene and preside over the general meeting by itself.</p>	<p>Article 12 The audit committee shall propose to the board of directors to convene an extraordinary general meeting. Such proposal shall be made in writing. The board of directors shall give written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the proposal in accordance with the requirements of the laws, administrative regulations, the Articles of Association and these Rules.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within five days after the resolution of the board of directors is passed. Any change made to the original proposal in the notice shall be approved by the audit committee.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the proposal, it shall be deemed that the board of directors is unable or fail to fulfil its responsibilities to convene the general meeting. The audit committee can then convene and preside over the general meeting by itself.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 13 Shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to request the board of directors to convene an extraordinary general meeting. Such request shall be made in writing. The board of directors shall give written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the request in accordance with the requirements of the laws, administrative regulations, the Articles of Association and these Rules.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days after the resolution of the board of directors is passed. Any change made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the request, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to propose to the supervisory committee to convene the extraordinary general meeting. Such request shall be made in writing.</p> <p>If the supervisory committee agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days upon receipt of the request. Any change made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the supervisory committee fails to issue a notice of the general meeting within a specified period, it shall be deemed that the supervisory committee shall not convene and preside over the general meeting, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company for more than 90 consecutive days may convene and preside over the meeting by himself/herself/themselves.</p>	<p>Article 13 Shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to request the board of directors to convene an extraordinary general meeting. Such request shall be made in writing. The board of directors shall give written response as to whether or not it agrees to convene such an extraordinary general meeting within 10 days upon receipt of the request in accordance with the requirements of the laws, administrative regulations, the Articles of Association and these Rules.</p> <p>If the board of directors agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days after the resolution of the board of directors is passed. Any change made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the board of directors does not agree to convene the extraordinary general meeting, or fails to make a response within 10 days upon receipt of the request, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company shall have the right to propose to the audit committee to convene the extraordinary general meeting. Such request shall be made in writing.</p> <p>If the audit committee agrees to convene the extraordinary general meeting, a notice of such meeting shall be issued within 5 days upon receipt of the request. Any change made to the original proposal in the notice shall be approved by the relevant shareholders.</p> <p>If the audit committee fails to issue a notice of the general meeting within a specified period, it shall be deemed that the audit committee shall not convene and preside over the general meeting, the shareholder(s) individually or collectively holding 10% or more of the shares of the Company for more than 90 consecutive days may convene and preside over the meeting by himself/herself/themselves.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 14 If the supervisory committee or shareholders decide(s) to convene the extraordinary general meeting by itself/ themselves, it/they shall issue a written notice to the board of directors and file with the agency of the China Securities Regulatory Commission at the location of the Company and the Shenzhen Stock Exchange.</p> <p>Prior to the announcement of the resolutions of the general meeting, the shares held by the convening shareholder(s) shall not be less than 10% of the shares of the Company.</p> <p>The convening shareholders shall provide relevant evidence to the agency of the China Securities Regulatory Commission at the location of the Company and the Shenzhen Stock Exchange at the time the notice of general meeting is issued and an announcement of the resolutions of the general meeting is made.</p>	<p>Article 14 If the audit committee or shareholders decide(s) to convene the extraordinary general meeting by itself/ themselves, it/they shall issue a written notice to the board of directors and file with the Shenzhen Stock Exchange.</p> <p>Prior to the announcement of the resolutions of the general meeting, the shares held by the convening shareholder(s) shall not be less than 10% of the shares of the Company.</p> <p>The audit committee or convening shareholders shall provide relevant evidence to the Shenzhen Stock Exchange at the time the notice of general meeting is issued and an announcement of the resolutions of the general meeting is made.</p>
<p>Article 15 As for the general meeting convened by the supervisory committee or shareholders, the board of directors and the secretary to the board of directors shall coordinate accordingly. The board of directors shall provide the register of members as of the record date.</p>	<p>Article 15 As for the general meeting convened by the audit committee or shareholders, the board of directors and the secretary to the board of directors shall coordinate accordingly. The board of directors shall provide the register of members as of the record date.</p>
<p>Article 16 All necessary expenses incurred by the supervisory committee or the shareholders to convene a general meeting shall be borne by the Company.</p>	<p>Article 16 All necessary expenses incurred by the audit committee or the shareholders to convene a general meeting shall be borne by the Company.</p>

APPENDIX IV	DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE GENERAL MEETING
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Before Amendment	After Amendment
<p>Article 18 The board of directors, the supervisory committee, and shareholder(s) individually or jointly holding more than 3% of the Company's shares shall have the right to submit to the Company proposed motions at a general meeting of the Company.</p> <p>The shareholder(s) individually or jointly holding more than 3% of the Company's shares may propose extra motions in writing to the convenor of a general meeting 10 days prior to the meeting. The convenor shall issue a supplementary notice of the general meeting and announce the contents of such extra proposed motions within 2 days after receipt thereof.</p> <p>Except as provided by the preceding paragraph, the convenor of a general meeting shall not amend the proposed motions set out in the notice of the meeting or add any new proposals subsequent to the issue of the notice of the general meeting.</p> <p>Proposals which are not specified in the notice of the general meeting or which do not comply with Article 17 hereof shall not be voted on and resolved at the general meeting.</p>	<p>Article 18 The board of directors, the audit committee, and shareholder(s) individually or jointly holding more than 1% of the Company's shares shall have the right to submit to the Company proposed motions at a general meeting of the Company.</p> <p>The shareholder(s) individually or jointly holding more than 1% of the Company's shares may propose extra motions in writing to the convenor of a general meeting 10 days prior to the meeting. The convenor shall issue a supplementary notice of the general meeting and announce the contents of such extra proposed motions within 2 days after receipt thereof and submit the temporary proposal to the shareholders' meeting for review, except for any proposal that violates the provisions of laws, administrative regulations, or the Articles of Association, or any proposal that falls outside the purview of the shareholders' meeting.</p> <p>Except as provided by the preceding paragraph, the convenor of a general meeting shall not amend the proposed motions set out in the notice of the meeting or add any new proposals subsequent to the issue of the notice of the general meeting.</p> <p>Proposals which are not specified in the notice of the general meeting or which do not comply with Article 17 hereof shall not be voted on and resolved at the general meeting.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 20 A written notice of an annual general meeting shall be given by the convenor to all shareholders whose names appear in the register of members 20 days before the meeting is held and a written notice of an extraordinary general meeting shall be given by the convenor to all shareholders whose names appear in the register of members 15 days before the meeting is held, specifying the matters to be considered and the date and venue of the meeting. Where there is any provision in any laws and regulations, rules of stock exchange and other normative documents, such provision shall prevail.</p> <p>Notice of general meeting shall be sent to shareholders (regardless of whether they are entitled to vote at the general meeting) by personal delivery or by prepaid post. The addresses of the recipients shall be such addresses as shown in the register of members. For holders of domestic shares, the notice of the general meeting may also be given by way of announcement. The announcement shall be published in one or more newspapers or website(s) designated by the securities regulatory authority under the State Council. Once such an announcement is made, all holders of domestic shares shall be deemed to have received the relevant notice of the general meeting. For holders of H shares, the notice of the general meeting and the relevant documents may also be given by way of publication on the website of The Stock Exchange of Hong Kong Limited in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and in compliance with the relevant procedures.</p>	<p>Article 20 An announcement of an annual general meeting shall be given by the convenor to all shareholders at least 20 days before the meeting is held and an announcement of an extraordinary general meeting shall be given by the convenor to all shareholders at least 15 days before the meeting is held. Where there is any provision in any laws and regulations, rules of stock exchange and other normative documents, such provision shall prevail.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 21 Notice of general meeting shall include the following contents:</p> <p>(1) the date, venue, and duration of the meeting;</p> <p>(2) matters and resolutions to be considered at the meeting;</p> <p>(3) an express statement that a shareholder is entitled to attend the general meeting, and to appoint proxy(ies) to attend and vote on his/her behalf at the meeting, and that a proxy need not be a shareholder of the Company;</p> <p>(4) the record date on which shareholders have the right to attend the general meeting;</p> <p>(5) the names and telephone numbers of permanent contact persons for the affairs of the meeting;</p> <p>(6) the time and venue of serving a power of attorney of the voting proxy.</p> <p>Details of all proposals shall be fully and completely disclosed in the notice of general meeting and its supplementary notice. In the event that independent directors are required to express their opinions on the matters to be discussed, a notice of general meeting or a supplementary notice shall, when given, also disclose the opinions and reasons of the independent directors.</p> <p>In the event that the Company provides shareholders with an online voting system for the general meeting, the time and procedures for online voting, as well as matters to be considered shall be clearly stated in the notice of general meeting.</p>	<p>Article 21 Notice of general meeting shall include the following contents:</p> <p>(1) the date, venue, and duration of the meeting;</p> <p>(2) matters and resolutions to be considered at the meeting;</p> <p>(3) an express statement that a shareholder is entitled to attend the general meeting, and to appoint proxy(ies) in writing to attend and vote on his/her behalf at the meeting, and that a proxy need not be a shareholder of the Company;</p> <p>(4) the record date on which shareholders have the right to attend the general meeting;</p> <p>(5) the names and telephone numbers of permanent contact persons for the affairs of the meeting;</p> <p>(6) the time and venue of serving a power of attorney of the voting proxy.</p> <p>Details of all proposals shall be fully and completely disclosed in the notice of general meeting and its supplementary notice.</p> <p>In the event that the Company provides shareholders with an online voting system for the general meeting, the time and procedures for online voting, as well as matters to be considered shall be clearly stated in the notice of general meeting.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 22 In the event that the election of directors and supervisors is to be discussed at a general meeting, the notice of general meeting shall fully disclose details of candidates for the directors and supervisors, and shall at least include the following particulars:</p> <p>(1) their educational backgrounds, work experiences, part-time jobs and other personal details;</p> <p>(2) whether or not they have any connections with the Company or the Company's controlling shareholders and de facto controllers;</p> <p>(3) the number of shares of the Company they hold;</p> <p>(4) whether or not they have been penalized by China Securities Regulatory Commission and other relevant departments, and disciplined by the stock exchange.</p> <p>The candidates for directors shall give their consent to accept the nomination in a written undertaking prior to the convention of the general meeting, and undertake that the disclosed information on the candidates for directors is true, complete, and guarantee that they will perform the duties of directors diligently.</p>	<p>Article 22 In the event that the election of directors is to be discussed at a general meeting, the notice of general meeting shall fully disclose details of candidates for the directors, and shall at least include the following particulars:</p> <p>(1) their educational backgrounds, work experiences, part-time jobs and other personal details;</p> <p>(2) whether or not they have any connections with the Company or the Company's controlling shareholders and de facto controllers;</p> <p>(3) the number of shares of the Company they hold;</p> <p>(4) whether or not they have been penalized by the securities regulatory authorities under the State Council and other relevant departments, and disciplined by the stock exchange.</p> <p>The candidates for directors shall give their consent to accept the nomination in a written undertaking prior to the announcement of the general meeting notice, and undertake that the disclosed information on the candidates for directors is true, complete, and guarantee that they will perform the duties of directors diligently.</p>
<p>Article 27 Paragraph 2 For a legal person shareholder, its statutory representative or a proxy appointed by such statutory representative shall attend the meeting. In the event that the statutory representative attends the meeting, he shall present his/her own identity card or valid proof capable of proving that he/she has the status as a statutory representative. In the event that the appointed proxy attends the meeting, he/she shall present his/her own identity card and the written power of attorney issued by the statutory representative of the legal person shareholder according to laws.</p>	<p>Article 27 Paragraph 2 For a shareholders who is a legal person or other organization, its statutory representative or a proxy duly authorized by such statutory representative, the board of directors or other decision-making bodies shall attend the meeting. In the event that the statutory representative attends the meeting, he shall present his/her own identity card or valid proof capable of proving that he/she has the status as a statutory representative. In the event that the appointed proxy attends the meeting, he/she shall present his/her own identity card and the written power of attorney issued by the statutory representative of the legal person shareholder according to laws.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 28 The power of attorney issued by a shareholder to appoint another person to attend a general meeting shall contain the following particulars:</p> <p>(1) the name of the proxy;</p> <p>(2) whether the proxy has the right to vote;</p> <p>(3) the instructions to vote in favour of or against, or to abstain from voting on each matter set out on the agenda of the general meeting;</p> <p>(4) the signing date and validity of the power of attorney;</p> <p>(5) the signature (or seal) of the principal. If the principal is a legal person shareholder, the seal of the legal entity shall also be affixed.</p> <p>Such instrument shall state whether the proxy, in the absence of any specific instructions from the shareholder, may vote as he thinks fit.</p>	<p>Article 28 The power of attorney issued by a shareholder to appoint another person to attend a general meeting shall contain the following particulars:</p> <p>(1) the name of the principal, the class and number of shares of the Company held by him/her;</p> <p>(2) the name of the proxy;</p> <p>(3) specific instructions for shareholders, including the instructions to vote in favour of or against, or to abstain from voting on each matter set out on the agenda of the general meeting;</p> <p>(4) the signing date and validity of the power of attorney;</p> <p>(5) the signature (or seal) of the principal. If the principal is a legal person shareholder, the seal of the legal entity shall also be affixed.</p>
<p>Article 29 In the event that the proxy form is signed by other persons authorized by the principal, the power of attorney authorizing the signatures or other authorization documents shall be notarized. Notarized power of attorney or other authorization documents together with the proxy forms shall be made available at the Company's domicile or elsewhere specified in the notice of meeting.</p> <p>In the event that the principal is a legal person, its statutory representative or board of directors, or other person authorized by the resolution of its decision-making body shall represent it at the general meeting of the Company.</p>	<p>Article 29 In the event that the proxy forms for voting is signed by other persons authorized by the principal, the power of attorney authorizing the signatures or other authorization documents shall be notarized. Notarized power of attorney or other authorization documents together with the proxy forms shall be made available at the Company's domicile or elsewhere specified in the notice of meeting.</p>
<p>Article 30 An attendance register for the meeting shall be compiled by the Company. The attendance register shall list the name (or name of organization), identity card number and home address of the attendant, the number of shares with voting rights held by the attendant or held on behalf of others, as well as the name of the principal (or name of organization) and so on.</p>	<p>Article 30 An attendance register for the meeting shall be compiled by the Company. The attendance register shall list the name (or name of organization), identity card number, the number of shares with voting rights held by the attendant or held on behalf of others, as well as the name of the principal (or name of organization) and so on.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
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Before Amendment	After Amendment
<p>Article 32 During a general meeting, all the directors and supervisors of the Company and secretary to the board of directors shall be present at the meeting. Senior management shall also attend the meeting. Save for the Company's trade secrets that cannot be disclosed at the general meeting, directors, supervisors and senior management shall answer or give explanation to any questions raised and suggestions made by shareholders.</p>	<p>Article 32 If the general meeting requires a director or senior manager to attend the meeting, the director or senior manager shall do so and shall answer the shareholders' inquiries.</p>
<p>Article 33 Paragraphs 1&2 A general meeting convened by the supervisory committee on its own shall be chaired by the chairman of the supervisory committee. In the event that the chairman of the supervisory committee is unable or fails to perform his/her duties, a supervisor jointly elected by more than half of the supervisors of the Company shall chair the meeting.</p> <p>A general meeting convened by shareholders on their own shall be chaired by a representative elected by the convenor.</p>	<p>Article 33 Paragraphs 1&2 A general meeting shall be chaired by the chairman. In the event that the chairman is unable or fails to perform his duties, the vice chairman shall chair the meeting. In the event there is no vice chairman, or the vice chairman is unable or fails to perform his duties, a director jointly elected by a simple majority of the directors shall chair the meeting.</p> <p>A general meeting convened by the audit committee on its own shall be chaired by the convenor of the audit committee. In the event that the convenor of the audit committee is unable or fails to perform his/her duties, a member of audit committee jointly elected by more than half of member of the audit committee of the Company shall chair the meeting.</p> <p>A general meeting convened by shareholders on their own shall be chaired by a convenor or representative elected by him.</p>
<p>Article 34 At an annual general meeting, the board of directors and the supervisory committee shall report to the meeting on their work over the past year. Each independent director shall also present reports on their work at the meeting.</p>	<p>Article 34 At an annual general meeting, the board of directors shall report to the meeting on their work over the past year. Each independent director shall also present reports on their work at the meeting.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
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Before Amendment	After Amendment
<p>Article 37 Paragraph 1 When voting at a general meeting, a shareholder (including his/her proxy(ies)) shall exercise his/her voting rights in respect of the number of voting shares it represents. Each share shall have one vote. All shareholders or their proxies recorded in the register on the record date shall have the right to exercise the rights to vote in accordance with the relevant laws, regulations, the Articles of Association and these Rules.</p>	<p>Article 37 Paragraph 1 When voting at a general meeting, a shareholder (including his/her proxy(ies)) shall exercise his/her voting rights in respect of the number of voting shares it represents. Each share shall have one vote.</p>
<p>Article 38 Resolutions of the general meeting shall be divided into ordinary resolutions and special resolutions.</p> <p>To pass an ordinary resolution at a general meeting, votes representing a simple majority of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p> <p>To pass a special resolution at a general meeting, votes representing more than two-thirds of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p>	<p>Article 38 Resolutions of the general meeting shall be divided into ordinary resolutions and special resolutions.</p> <p>To pass an ordinary resolution at a general meeting, votes representing a simple majority of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p> <p>To pass a special resolution at a general meeting, votes representing more than two-thirds of the voting rights of the shareholders (including proxies) present at the meeting shall be cast in favour of such resolution.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 39 The following matters shall be passed by way of ordinary resolution at a general meeting:</p> <p>(1) the work report of the board of directors and the supervisory committee;</p> <p>(2) the board of directors' proposed profit distribution plan and loss recovery plan;</p> <p>(3) the appointment of non-staff representative directors, the appointment and removal of supervisors assumed by non-staff representatives, and determination of the remuneration of members of the board of directors and supervisory committee and payment methods thereof;</p> <p>(4) proposals for the Company's annual budget and final accounts;</p> <p>(5) the Company's annual report;</p> <p>(6) matters other than those that are required to be passed by special resolution in accordance with the laws, provisions of administrative regulations, or provisions of the Articles of Association.</p>	<p>Article 39 The following matters shall be passed by way of ordinary resolution at a general meeting:</p> <p>(1) the work report of the board of directors;</p> <p>(2) the board of directors' proposed profit distribution plan and loss recovery plan;</p> <p>(3) appointment or removal of members of the board of directors, and their remuneration and manner of payment thereof;</p> <p>(4) matters other than those that are required to be passed by special resolution in accordance with the laws, provisions of administrative regulations, or provisions of the Articles of Association.</p>
<p>Article 40 The following matters shall be passed by way of special resolution at a general meeting:</p> <p>(1) the Company's increase or decrease of registered capital and issuance of any class of shares, warrants and other similar securities;</p> <p>(2) the Company's purchase or sale of major assets or guarantee amount in excess of 30% of the Company's latest audited total assets within one year;</p> <p>(3) spin-off, merger, change in corporate form, dissolution and liquidation of the Company;</p> <p>(4) amendments to the Articles of Association;</p> <p>(5) equity incentive plans;</p> <p>(6) other matters which are required to be passed by special resolution under the Articles of Association, and which are supposed to have a significant impact on the Company if they are passed by ordinary resolution at the general meeting.</p>	<p>Article 40 The following matters shall be passed by way of special resolution at a general meeting:</p> <p>(1) the Company's increase or decrease of registered capital and issuance of any class of shares, warrants and other similar securities;</p> <p>(2) the Company's purchase or sale of major assets or guarantee amount provided to other parties in excess of 30% of the Company's latest audited total assets within one year;</p> <p>(3) spin-off, division, merger, dissolution and liquidation of the Company;</p> <p>(4) amendments to the Articles of Association;</p> <p>(5) equity incentive plans;</p> <p>(6) other matters which are required to be passed by special resolution under the Articles of Association, and which are supposed to have a significant impact on the Company if they are passed by ordinary resolution at the general meeting.</p>

Before Amendment	After Amendment
<p>Article 41 The Company safeguards the rights of shareholders to elect directors and supervisors. Cumulative voting system is adopted for the election of directors and supervisors at the general meeting.</p> <p>The system of cumulative voting means that for election of directors or supervisors at a general meeting of a listed company, the number of voting rights allocated to each share is equal to the number of directors or supervisors to be elected and such voting rights held by the shareholders may be pooled or spread.</p> <p>Details of the operation of the cumulative voting system are as follows:</p> <p>(1) the total number of valid vote cast by every shareholder attending the meeting in election of directors or supervisors shall be equal to the number of voting shares held by him/her multiply by the number of directors or supervisors to be elected;</p> <p>(2) every shareholder may cast all his/her votes on a single candidate for director or supervisor or spread his/her votes on different candidates for director or supervisor;</p> <p>(3) votes for one candidate of director or supervisor could be more or less than the number of voting shares held by the shareholder, which do not need to be integral multiples of the number of his/her shares. However, the accumulative number of the votes for all candidates for directors or supervisors shall not exceed the total number of the valid voting rights held;</p> <p>(4) the voting on independent directors and non-independent directors should be separated. In relation to the election of independent directors, the number of votes that each shareholder is entitled to shall be equal to the number of shares that he/she held times the number of independent directors to be elected. Those votes can only cast on the candidates for independent directors. In relation to the election of non-independent directors, the number of votes that each shareholder is entitled to shall be equal to the number of shares that he/she held multiplied by the number of non-independent directors to be elected. Those votes can only cast on the candidates for non-independent directors;</p>	<p>Article 41 The Company safeguards the rights of shareholders to elect directors. Cumulative voting system is adopted for the election of directors at the general meeting.</p> <p>The system of cumulative voting means that for election of directors at a general meeting of a listed company, the number of voting rights allocated to each share is equal to the number of directors to be elected and such voting rights held by the shareholders may be pooled or spread.</p> <p>Details of the operation of the cumulative voting system are as follows:</p> <p>(1) the total number of valid vote cast by every shareholder attending the meeting in election of directors shall be equal to the number of voting shares held by him/her multiply by the number of directors to be elected;</p> <p>(2) every shareholder may cast all his/her votes on a single candidate for director or spread his/her votes on different candidates for director;</p> <p>(3) votes for one candidate of director could be more or less than the number of voting shares held by the shareholder, which do not need to be integral multiples of the number of his/her shares. However, the accumulative number of the votes for all candidates for directors shall not exceed the total number of the valid voting rights held;</p> <p>(4) the voting on independent directors and non-independent directors should be separated. In relation to the election of independent directors, the number of votes that each shareholder is entitled to shall be equal to the number of shares that he/she held times the number of independent directors to be elected. Those votes can only cast on the candidates for independent directors. In relation to the election of non-independent directors, the number of votes that each shareholder is entitled to shall be equal to the number of shares that he/she held multiplied by the number of non-independent directors to be elected. Those votes can only cast on the candidates for non-independent directors;</p>

APPENDIX IV	DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE GENERAL MEETING
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Before Amendment	After Amendment
<p>(5) after completion of voting, all the candidates for directors or supervisors shall be elected in descending order according to the number of votes they received, given over half of number of shares with voting rights obtained, upon the capped number of directors or supervisors to be elected.</p>	<p>(5) after completion of voting, all the candidates for directors shall be elected in descending order according to the number of votes they received, given over half of number of shares with voting rights obtained, upon the capped number of directors to be elected.</p>
<p>Article 42 The list of candidates for non-staff representative directors and supervisors shall be submitted to the general meeting for voting in the form of proposal.</p> <p>The list of candidates for non-independent directors (staff representative director excluded) shall be nominated by the previous board of directors or shareholder(s) who individually or jointly hold(s) more than 3% of the Company's total outstanding issued shares with voting rights for 180 trading days consecutively.</p> <p>Among the candidates for the supervisory committee, supervisors assumed by shareholder representatives shall be nominated by the previous supervisory committee or shareholder(s) who individually or jointly hold(s) more than 3% of the Company's total outstanding issued shares with voting rights.</p> <p>The election of independent directors shall be carried out in accordance with the relevant regulations.</p>	<p>Article 42 The list of candidates for non-staff representative directors shall be submitted to the general meeting for voting in the form of proposal.</p> <p>The list of candidates for non-independent directors (staff representative director excluded) shall be nominated by the previous board of directors or shareholder(s) who individually or jointly hold(s) more than 1% of the Company's total outstanding issued shares with voting rights.</p> <p>The election of independent directors shall be carried out in accordance with the relevant regulations.</p>
<p>Article 44 When a proposal is being considered at a general meeting, no modifications can be made to the proposal, otherwise the modifications shall be deemed as a new proposal and shall not be voted at the general meeting.</p>	<p>Article 44 When a proposal is being considered at a general meeting, no modifications can be made to the proposal, otherwise the modifications shall be deemed as a new proposal and shall not be voted at the general meeting.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 46 Before voting takes place on a proposal at a general meeting, two shareholder representatives shall be elected to participate in vote counting and scrutinizing. In the event that a shareholder has an interest in a matter to be considered, the relevant shareholder and his/her proxy(ies) shall not participate in the vote counting and scrutinizing.</p> <p>When voting takes place on a proposal at a general meeting, lawyers and representatives of shareholders and supervisors shall be jointly responsible for vote counting and scrutinizing, and shall announce the voting results on the spot. The voting results of resolutions shall be recorded in the minutes.</p> <p>The starting time for voting online or by other means shall not be earlier than 3:00 pm on the day immediately preceding the date on which the general meeting is to be held or later than 9:30 am on the day the general meeting is held and shall not close earlier than 3:00 pm on the day the general meeting is concluded.</p>	<p>Article 46 Before voting takes place on a proposal at a general meeting, two shareholder representatives shall be elected to participate in vote counting and scrutinizing. In the event that a shareholder has a connected interest in a matter to be considered, the relevant shareholder and his/her proxy(ies) shall not participate in the vote counting and scrutinizing.</p> <p>When voting takes place on a proposal at a general meeting, lawyers and representatives of shareholders shall be jointly responsible for vote counting and scrutinizing, and shall announce the voting results on the spot. The voting results of resolutions shall be recorded in the minutes.</p> <p>The starting time for voting online or by other means shall not be earlier than 3:00 pm on the day immediately preceding the date on which the general meeting is to be held or later than 9:30 am on the day the general meeting is held and shall not close earlier than 3:00 pm on the day the general meeting is concluded.</p>
<p>Article 47 Shareholders of the Company or their proxies who cast their votes through online voting or other voting methods shall have the right to inspect their own voting results through a corresponding voting system. An on-site general meeting shall not end earlier than the one held on the Internet or by other methods. The chairman of the meeting shall announce details and results of the voting on each proposal, and announce whether a proposal is passed according to the voting results.</p> <p>Before the formal announcement of voting results, vote counters, vote scrutineers, major shareholders, network service providers and other related parties involved in the on-site general meeting, online voting and other voting methods shall be under a confidentiality obligation relating to the details of the voting.</p>	<p>Article 47 Shareholders of the Company or their proxies who cast their votes through online voting or other voting methods shall have the right to inspect their own voting results through a corresponding voting system. An on-site general meeting shall not end earlier than the one held on the Internet or by other methods. The chairman of the meeting shall announce details and results of the voting on each proposal, and announce whether a proposal is passed according to the voting results.</p> <p>Before the formal announcement of voting results, vote counters, vote scrutineers, shareholders, network service providers and other related parties involved in the on-site general meeting, online voting and other voting methods shall be under a confidentiality obligation relating to the details of the voting.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
<p>Article 51 Minutes shall be prepared for a general meeting by the secretary to the board of directors. The minutes of a meeting shall record the following particulars:</p> <p>(1) the time, venue, agenda and name of the convenor of the meeting;</p> <p>(2) the name of the chairman of the meeting and the name of the directors, supervisors, secretary to the board of directors, chairman, and other senior management attending or sitting in the meeting;</p> <p>(3) the number of holders (including proxies) of domestic shares and holders (including proxies) of foreign shares attending the general meeting, the number of voting shares held and their respective percentages of the Company's total number of shares;</p> <p>(4) the review process of and main points of remarks on each proposal;</p> <p>(5) the results of voting by holders of domestic shares and holders of foreign shares on each resolution;</p> <p>(6) questions, comments or suggestions by shareholders, and the replies thereto or explanations thereof;</p> <p>(7) the name of lawyers, vote counters and scrutineers of votes;</p> <p>(8) other particulars that shall be recorded into the meeting minutes as prescribed in the Articles of Association.</p>	<p>Article 51 Minutes shall be prepared for a general meeting by the secretary to the board of directors. The minutes of a general meeting shall record the following particulars:</p> <p>(1) the time, venue, agenda and name of the convenor of the meeting;</p> <p>(2) the name of the chairman of the meeting and the name of the directors and senior management attending or sitting in the meeting;</p> <p>(3) the number of holders (including proxies) of domestic shares and holders (including proxies) of foreign shares attending the general meeting, the number of voting shares held and their respective percentages of the Company's total number of shares;</p> <p>(4) the review process of and main points of remarks on each proposal;</p> <p>(5) the results of voting by holders of domestic shares and holders of foreign shares on each resolution;</p> <p>(6) questions, comments or suggestions by shareholders, and the replies thereto or explanations thereof;</p> <p>(7) the name of lawyers, vote counters and scrutineers of votes;</p> <p>(8) other particulars that shall be recorded into the meeting minutes as prescribed in the Articles of Association.</p>
<p>Article 52 The convenor shall ensure that the particulars of the meeting minutes are true, accurate and complete. Directors, supervisors, secretary to the board of directors, convenor or his/her representative, chairman of the meeting and the person who took the minutes shall sign the minutes of the meeting. The minutes of the meeting shall be kept together with the signature book of shareholders present at the meeting and powers of attorney of proxies present, and shall be kept for a period of 10 years.</p>	<p>Article 52 The convenor shall ensure that the particulars of the meeting minutes are true, accurate and complete. Directors, secretary to the board of directors, convenor or his/her representative, chairman of the meeting and the person who took the minutes shall sign the minutes of the meeting. The minutes of the meeting shall be kept together with the signature book of shareholders present at the meeting and powers of attorney of proxies present, and shall be kept for a period of 10 years.</p>

**APPENDIX IV DETAILS OF THE RESOLUTION ON AMENDMENTS TO
THE PROCEDURAL RULES FOR THE GENERAL MEETING**

Before Amendment	After Amendment
Article 53 The convenor shall ensure that the general meeting shall be held consecutively until a final resolution is formed. In the event that the general meeting is suspended or no resolutions can be made thereat due to special reasons, the convenor shall report to the agency of the China Securities Regulatory Commission at the location of the Company as well as the stock exchange, and take necessary measures to resume the meeting as soon as possible or directly terminate the meeting, and make an announcement promptly.	Article 53 The convenor shall ensure that the general meeting shall be held consecutively until a final resolution is formed. In the event that the general meeting is suspended or no resolutions can be made thereat due to special reasons, the convenor shall report to the agency of the securities regulatory authorities under the State Council as well as the stock exchange, and take necessary measures to resume the meeting as soon as possible or directly terminate the meeting, and make an announcement promptly.
—	Article 58 All references to “over”, “within”, “at least” in the Rules shall be inclusive of the stated figure; all references to “exceed”, “over”, “other than”, “lower”, “more than” shall be exclusive of the stated figure.
Article 58 These Procedural Rules shall come into effect from the date of the approval at the general meeting.	Article 59 These Rules shall come into effect from the date of the approval at the general meeting.
Article 59 It shall be the responsibility of the board of directors of the Company to interpret these Rules .	Article 60 These Rules shall be construed by the board of directors of the Company.

Note: In addition to the aforementioned amendments, the following matters will not be listed in detail as they do not involve substantive changes: (1) pursuant to the new Company Law, all references to “general meeting” in the revised Articles of Association will be updated to “general meeting”; (2) to align with the Company’s internal operational practices, certain position titles will be revised as follows: “chairman of the board of directors” to “chairman”, “vice chairman of the board of directors” to “vice chairman”.

Comparison Table of Amendments to the Procedural Rules for the board of directors of China Vanke Co., Ltd.

Before Amendment	After Amendment
Article 1 In order to further clarify the duties and authorities of the board of directors, standardize the internal organization and operating procedures of the board of directors, and give full play to the role of the board of directors as a business decision-making center, these Rules are formulated pursuant to the Company Law of the People's Republic of China (the "Company Law"), the Securities Law of the People's Republic of China (the "Securities Law"), the Articles of Association of China Vanke Co., Ltd. (the "Articles of Association") and relevant regulations.	Article 1 In order to further clarify the duties and authorities of the board of directors, standardize the internal organization and operating procedures of the board of directors, and give full play to the role of the board of directors as a business decision-making center, these Rules are formulated pursuant to the Company Law of the People's Republic of China (the "Company Law"), the Securities Law of the People's Republic of China (the "Securities Law"), the Articles of Association of China Vanke Co., Ltd. (the "Articles of Association") and relevant regulations.
Article 2 The Company shall establish a board of directors (the "Board"), as a business decision-making center, which shall be responsible to the general meeting.	Deleted
<p>Article 5 Non-staff representative directors shall be elected or replaced by general meeting; and any director assumed by staff representative shall be elected or replaced by staff representatives meeting of the Company.</p> <p>The term of office of directors is three years, commencing from the date of approval by the general meeting or the date of approval by the staff representatives meeting up to the expiry of the current term of office of the Board. The term of office of directors is renewable upon re-election at its expiry. A director may not be removed from office by the general meeting without any reason before his term of office expires.</p> <p>The list of candidates for non-independent directors (staff representative directors excluded) shall be nominated by the previous Board or shareholder(s) who individually or jointly hold(s) more than 3% of the Company's total outstanding issued shares with voting rights for 180 trading days consecutively. The election of independent directors shall be carried out in accordance with the relevant regulations.</p>	<p>Article 4 Non-staff representative directors shall be elected or replaced by general meeting; and any director assumed by staff representative shall be elected or replaced by staff representatives meeting of the Company.</p> <p>The term of office of directors is three years, commencing from the date of approval by the general meeting or the date of approval by the staff representatives meeting up to the expiry of the current term of office of the Board. The general meeting may resolve to dismiss a non-staff representative director, and the dismissal shall take effect on the date the resolution is made. If a non-staff representative director is dismissed prior to the expiration of his/her term without just cause, the director may claim compensation from the Company.</p> <p>The list of candidates for non-independent directors (staff representative directors excluded) shall be nominated by the previous Board or shareholder(s) who individually or jointly hold(s) more than 1% of the Company's total outstanding issued shares with voting rights. The election of independent directors shall be carried out in accordance with the relevant regulations.</p>

Before Amendment	After Amendment
<p>Article 7 The Board shall establish special committees such as audit committee, investment and decision-making committee, remuneration and nomination committee in accordance with the Articles of Association. The members of the special committees shall consist of directors, of which the majority of the audit committee and the remuneration and nomination committee and their convenors shall be independent directors. The audit committee shall consist of at least three members with at least one independent director who is a professional accountant, and the convenor of the audit committee shall be a professional accountant.</p> <p>Working groups shall be set up under each special committee and be responsible for daily work liaison and organization of meetings.</p> <p>The implementation rules for the duties and procedures of the special committees of the Board shall be formulated separately by the Board.</p>	<p>Article 6 The Board shall establish special committees such as audit committee, investment and decision-making committee, remuneration and nomination committee in accordance with the Articles of Association. The members of the special committees shall consist of directors, of which the majority of the remuneration and nomination committee and their convenors shall be independent directors. The audit committee shall consist of three directors who do not serve as senior management of the Company and two of them shall be independent non-executive director with at least one independent director who is a professional accountant, and the convenor shall be a professional accountant among the independent Directors.</p> <p>Working groups shall be set up under each special committee and be responsible for daily work liaison and organization of meetings.</p> <p>The implementation rules for the duties and procedures of the special committees of the Board shall be formulated separately by the Board.</p>
<p>Article 10 The Board shall exercise its duties and powers within the scope prescribed in the Company Law, the Securities Law, the Articles of Association and these Rules. The Board shall act in strict accordance with the authorization of the general meeting and the Articles of Association of the Company, and shall not exceed its authority to form resolutions.</p>	<p>Article 9 The Board shall exercise its duties and powers within the scope prescribed in the Company Law, the Securities Law, the Articles of Association and these Rules. The Board shall act in strict accordance with the authorization of the general meeting and the Articles of Association, and shall not exceed its authority to form resolutions.</p>
<p>Article 11 The Board shall exercise the following authority and powers:</p> <p>(1) to convene general meetings and report to the meetings;</p> <p>(2) to implement resolutions passed at the general meetings;</p> <p>(3) to determine the Company's business plans and investment schemes;</p> <p>(4) to prepare the Company's annual financial budget and final accounts;</p>	<p>Article 10 The Board shall exercise the following authority and powers:</p> <p>(1) to convene general meetings and report to the general meetings;</p> <p>(2) to implement resolutions passed at the general meetings;</p> <p>(3) to determine the Company's business plans and investment schemes;</p> <p>(4) to formulate the Company's profit distribution plan and loss recovery plan;</p>

Before Amendment	After Amendment
<p>(5) to formulate the Company's profit distribution plan and loss recovery plan;</p> <p>(6) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance and listing plans of corporate bonds or other securities;</p> <p>(7) to draft plans for material acquisition, share repurchase, merger, spin-off, dissolution or change in corporate form;</p> <p>(8) to determine matters relating to the Company's external investment, asset acquisition and disposal, pledge of assets, entrusted financial management and related transactions within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(9) to determine matters relating to the Company's external guarantee within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(10) to determine the establishment of the Company's internal management organs;</p> <p>(11) to appoint or dismiss the Company's president and the secretary to the Board; and pursuant to the president's nomination, to appoint or dismiss senior management including executive vice presidents and person-in-charge of finance affairs, and to decide on their remuneration, rewards and penalties;</p> <p>(12) to formulate the Company's fundamental management system;</p> <p>(13) to formulate the proposed amendments to the Articles of Association;</p> <p>(14) to deal with information disclosures of the Company;</p>	<p>(5) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance and listing plans of corporate bonds or other securities;</p> <p>(6) to draft plans for material acquisition, share repurchase, merger, spin-off, dissolution or change in corporate form;</p> <p>(7) to determine matters relating to the Company's external investment, asset acquisition and disposal, external guarantees, pledge of assets, entrusted financial management, related transactions and external donations within the scope stipulated in the Articles of Association and authorized by the general meeting;</p> <p>(8) to determine the establishment of the Company's internal management organs;</p> <p>(9) to appoint or dismiss the Company's manager (being "president", the same hereinafter) and the secretary to the Board; and pursuant to the manager's nomination, to appoint or dismiss senior management including vice managers (being "executive vice president", the same hereinafter) and person-in-charge of finance affairs, and to decide on their remuneration, rewards and penalties;</p> <p>(10) to formulate the Company's fundamental management system;</p> <p>(11) to formulate the proposed amendments to the Articles of Association;</p> <p>(12) to deal with information disclosures of the Company;</p> <p>(13) to propose to the general meeting for appointment or replacement of the accounting firm serving as the auditor of the Company;</p> <p>(14) to receive work report submitted by the manager of the Company and to review his performance;</p>

Before Amendment	After Amendment
<p>(15) to propose to the general meeting for appointment or replacement of the accounting firm serving as the auditor of the Company;</p> <p>(16) to receive work report submitted by the president of the Company and to review his performance;</p> <p>(17) to formulate performance appraisal incentive plans, among which equity incentive plan will be submitted to the general meeting by the Board for consideration, and those incentive plans that do not involve equity shall be decided by the Board;</p> <p>(18) to exercise other duties and powers specified in the laws, regulations, rules of the stock exchange or the provisions of the Articles of Association and authorized by the general meeting.</p> <p>The following matters shall require the consent of two-thirds or more of the Board:</p> <p>(1) to formulate proposals for increasing or reductions of the Company's registered capital and for the issuance of corporate bonds;</p> <p>(2) to draft plans for merger, spin-off, dissolution of the Company;</p> <p>(3) to determine matters relating to the Company's external guarantees within the scope of the Articles of Association and authorized by the general meeting; (4) to formulate the proposed amendments to the Articles of Association.</p>	<p>(15) to exercise other duties and powers specified in the laws, regulations, rules of the stock exchange or the provisions of the Articles of Association and authorized by the general meeting.</p>

Before Amendment	After Amendment
<p>Article 14 The term “transaction” mentioned in these Rules includes the following matters:</p> <ul style="list-style-type: none"> (1) Purchase or sale of assets; (2) External investment (including entrusted financial management, entrusted loans, investment in subsidiaries, etc.); (3) Providing financial assistance; (4) Providing guarantees; (5) Leasing of assets as lessee or lessor; (6) Signing management contracts (including entrusted or trusted operations, etc.); (7) Giving or receiving assets as gift; (8) Restructuring of claims or debts; (9) Transfer of research and development projects; (10) Entering into license agreements; (11) Other transactions identified by the stock exchange where the Company’s shares are listed. <p>The above assets purchased or sold do not include the purchase of raw materials, fuel and power, and the sale of products, commodities and other assets related to daily operations, but the assets involved in the purchase and sale of such assets in the asset swap are still included.</p>	<p>Article 13 The term “transaction” mentioned in these Rules includes the following matters:</p> <ul style="list-style-type: none"> (1) Purchase or sale of assets; (2) External investment (including entrusted financial management, investment in subsidiaries, etc.); (3) Providing financial assistance (including entrusted loans, etc.); (4) Providing guarantees (including guarantees for holding subsidiaries, etc.); (5) Leasing of assets as lessee or lessor; (6) Signing management contracts (including entrusted or trusted operations, etc.); (7) Giving or receiving assets as gift; (8) Restructuring of claims or debts; (9) Transfer of research and development projects; (10) Entering into license agreements; (11) Other transactions identified by the stock exchange where the Company’s shares are listed. <p>The above assets purchased or sold do not include the purchase of raw materials, fuel and power, and the sale of products, commodities and other assets related to daily operations, but the assets involved in the purchase and sale of such assets in the asset swap are still included.</p>
<p>Article 17 The vice chairman of the board of directors of the Company shall assist the chairman of the board of directors in his work. In the event that the chairman of the board of directors is unable to or fails to perform his/her duties, the vice chairman of the board of directors shall chair the meeting. In the event that there is no vice chairman of the board of directors, or the vice chairman of the board of directors is also unable to or fails to perform his/her duties, a director jointly elected by more than half of the directors shall chair the meeting.</p>	<p>Article 16 The vice chairman of the Company shall assist the chairman in his work. In the event that the chairman is unable to or fails to perform his/her duties, the vice chairman shall chair the meeting. In the event that there is no vice chairman, or the vice chairman is also unable to or fails to perform his/her duties, a director jointly elected by more than half of the directors shall chair the meeting.</p>

Before Amendment	After Amendment
<p>Article 19 Board meeting shall be convened and presided over by the chairman of the board of directors. In the event the chairman of the board of directors cannot or does not perform such duties and powers, the meeting shall be convened and presided over by the vice chairman of the board of directors. In the event there is no vice chairman of the board of directors, or the vice chairman of the board of directors cannot or does not perform such duties and powers, a director shall be elected by over half of the directors to convene and preside over the meeting.</p>	<p>Article 18 Board meeting shall be convened and presided over by the chairman. In the event the chairman cannot or does not perform such duties and powers, the meeting shall be convened and presided over by the vice chairman. In the event there is no vice chairman, or the vice chairman cannot or does not perform such duties and powers, a director shall be elected by over half of the directors to convene and preside over the meeting.</p>
<p>Article 20 Regular meetings shall be held at least four times every year by the Board and convened by the chairman of the board of directors, all the directors and supervisors shall be notified of the meeting fourteen (14) days beforehand in writing.</p>	<p>Article 19 Regular meetings shall be held at least four times every year by the Board and convened by the chairman, all the directors shall be notified of the meeting fourteen (14) days beforehand in writing.</p>
<p>Article 21 The chairman of the board of director shall convene and preside over an interim meeting of the Board within ten (10) days in any of the following circumstances:</p> <ul style="list-style-type: none"> (1) the chairman of the board of director considers necessary; (2) more than one-third of the directors so request jointly; (3) the supervisory committee so requests; (4) shareholder(s) holding more than one-tenth of the voting rights so request(s); (5) more than half of independent directors so request; (6) the president so requests. 	<p>Article 20 The chairman shall convene and preside over an interim meeting of the Board within ten (10) days in any of the following circumstances:</p> <ul style="list-style-type: none"> (1) the chairman considers necessary; (2) more than one-third of the directors so request jointly; (3) the audit committee so requests; (4) shareholder(s) holding more than one-tenth of the voting rights so request(s); (5) more than half of independent directors so request; (6) the manager so requests.

Before Amendment	After Amendment
Article 22 paragraph 2 The contents of the proposal shall be within the scope of the authority of the Board specified in the Articles of Association of the Company , and the documents relating to the proposal shall be submitted together.	Article 21 paragraph 2 The contents of the proposal shall be within the scope of the authority of the Board specified in the Articles of Association, and the documents relating to the proposal shall be submitted together.
Article 28 The president and the secretary to the Board shall be present at the Board meeting; supervisors may attend the Board meeting , and other relevant persons may also be notified to attend the meeting if the chairman of the meeting deems necessary. Those who attend at the meeting shall have the right to express their opinions on the relevant issues, but do not have the right to vote.	Article 27 The manager and the secretary to the Board shall be present at the Board meeting, and other relevant persons may also be notified to attend the meeting if the chairman of the meeting deems necessary. Those who attend at the meeting shall have the right to express their opinions on the relevant issues, but do not have the right to vote.
Article 30 The Proxy attending the Board meeting shall comply with the following principles: (1) When considering related party transactions, a non-related director may not entrust a related director to attend on his/her behalf, nor shall a related director accept the entrustment of another related director; (2) When considering matters that require independent directors to express their independent opinions in accordance with relevant laws and regulations, the independent director shall not entrust a non-independent director to attend on his/ her behalf, nor shall the non-independent director accept the entrustment of an independent director;	Article 29 The Proxy attending the Board meeting shall comply with the following principles: (1) When considering related party transactions, a non-related director may not entrust a related director to attend on his/her behalf, nor shall a related director accept the entrustment of another related director; (2) The independent director shall not entrust a non-independent director to vote on his/ her behalf.

Before Amendment	After Amendment
<p>Article 32 Where a director as an individual of the Company or other companies in which he/she works for is/are directly or indirectly materially interested in an existing or proposed contract, transaction or arrangement with the Company (including related relationships and in which he/she or any of his/her close associates has a material interest, other than employment contracts entered into between the Company and the directors, supervisors and senior management), he shall declare the nature and extent of his interest to the Board at the earliest opportunity, whether or not the relevant issues under ordinary situation shall be otherwise subject to approval of the Board.</p> <p>Unless an interested director has disclosed his interests to the Board in accordance with the preceding paragraph of this Article, and the contract, transaction or arrangement was approved by the Board at a meeting at which such interested director was not counted in the quorum and abstained from voting, such contract, transaction or arrangement is voidable at the discretion of the Company, except as against a bona fide third party who is unaware of the director's violation of his/her obligations.</p>	Deleted
<p>Article 33 Where a director of the Company gives to the Board, before the Company's first consideration of the entering into any contract, transaction or arrangement, a notice in writing stating that, by reason of the facts specified in the notice, he/she is interested in such contract, transaction or arrangement which may subsequently be made by the Company, the content stated in such notice shall be deemed for the purpose of Article 32 to be a sufficient disclosure of the interests of such director.</p>	Deleted
<p>Article 42 The Board shall make resolution on guarantee matters within the scope of its powers in accordance with the Articles of Association, and such resolution shall be approved by more than two-thirds of the attending directors in addition to the approval of the majority of all directors of the Company.</p>	Deleted

APPENDIX V

DETAILS OF THE RESOLUTION ON AMENDMENTS TO THE PROCEDURAL RULES FOR THE BOARD OF DIRECTORS

Before Amendment	After Amendment
Article 43 In any of the following circumstances, a director shall abstain from voting on the relevant proposal: (1) In circumstances stipulated in the Articles of Association of the Company under which the director shall abstain from voting as he/she is related with the matter proposed at the meeting.....	Article 39 In any of the following circumstances, a director shall abstain from voting on the relevant proposal: (1) In circumstances stipulated in the Articles of Association under which the director shall abstain from voting as he/she is related with the matter proposed at the meeting.....
Article 44 Where the Board meeting shall resolve on the proposal of profit distribution, the profit distribution proposal to be submitted to the Board may first be submitted to a certified public accountant, who shall be required to produce a draft audit report (all financial data except those involving profit distribution have been determined). After making resolution on profit distribution, the Board shall require the certified public accountant to prepare a formal audit report, according to which the Board shall resolve on other relevant regularly reported issues.	Deleted
Article 48 Paragraph 1 The attending directors, the secretary to the Board and the recorder shall sign the minutes of the meeting. The attending directors shall have the right to request an explanatory record for their speeches at the meeting. The minutes of the Board meeting shall be kept by the secretary to the Board as the archives of the Company. The minutes of the Board meeting shall be kept for 10 years.	Article 43 Paragraph 1 The attending directors, the secretary to the Board and the recorder shall sign the minutes of the meeting. The attending directors shall have the right to request an explanatory record for their speeches at the meeting. The minutes of the Board meeting shall be kept as the archives of the Company for 10 years.
Article 52 In these Rules, reference to “more than” a number includes that number.	Article 47 All references to “over”, “ within ”, “ at least ” in the rules shall be inclusive of the stated figure; all references to “exceed”, “more than” shall be exclusive of the stated figure.

Note: In addition to the aforementioned amendments, the following matters will not be listed in detail as they do not involve substantive changes: (1) pursuant to the new Company Law, all references to “general meeting” in the revised Articles of Association will be updated to “general meeting”; (2) to align with the Company’s internal operational practices, certain position titles will be revised as follows: “chairman of the board of directors” to “chairman”, “vice chairman of the board of directors” to “vice chairman”, “president” to “manager”, and “executive vice president” to “deputy manager”.