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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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

**If you have sold or transferred** all your shares in TK Group (Holdings) Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or the transferee(s) or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

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**TK GROUP (HOLDINGS) LIMITED**

**東江集團(控股)有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2283)**

**RE-ELECTION OF RETIRING DIRECTORS,  
GRANT OF GENERAL MANDATES TO ISSUE  
AND  
REPURCHASE SHARES  
RE-APPOINTMENT OF AUDITOR  
AMENDMENTS TO THE MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

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A notice of annual general meeting (the “AGM”) of TK Group (Holdings) Limited to be held at 10/F, United Centre, 95 Queensway, Admiralty, Hong Kong on Thursday, 21 May 2026 at 9:30 a.m., is set out in pages 45 to 50 of this circular. A form of proxy for use at the 2026 AGM is enclosed with this circular. Such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.tkmold.com](http://www.tkmold.com)).

Whether or not you are able to attend the 2026 AGM in person, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the branch share registrar of the Company in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as practicable and in any event not later than 48 hours before the time appointed for holding the 2026 AGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the meeting or any adjourned meeting should you so wish. For the avoidance of doubt and for the purposes of the Listing Rules, holders of Treasury Shares (if any) shall abstain from voting at the AGM.

24 April 2026

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## DEFINITIONS

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

“2026 AGM”	an annual general meeting of the Company to be held at 10/F, United Centre, 95 Queensway, Admiralty, Hong Kong on Thursday, 21 May 2026 at 9:30 a.m. or any adjournment thereof to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 45 to 50 of this circular
“Articles”	the articles of association of the Company, as amended from time to time
“Board”	the board of Directors
“CCASS”	the Central Clearing and Settlement System established and operated by the Hong Kong Securities Clearing Company Limited
“Company”	TK Group (Holdings) Limited 東江集團(控股)有限公司, a company incorporated in the Cayman Islands with limited liability, and the securities of which are listed on the Main Board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	20 April 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

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## DEFINITIONS

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“Memorandum and Articles of Association”	the Memorandum and Articles
“New Memorandum and Articles of Association”	the amended and restated memorandum and articles of association of the Company incorporating and consolidating all the Proposed Amendments, proposed to be adopted by the Company at the 2026 AGM
“Proposed Amendments”	proposed amendments to the Memorandum and Articles of Association as set out in Appendix III to this circular
“Share(s)”	the ordinary share(s) of HK\$0.1 each in the share capital of the Company or if there has been a subsequent subdivision, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Code on Takeovers and Mergers issued by the Securities and Futures Commission in Hong Kong
“Treasury Shares”	has the meaning ascribed to it under the Listing Rules
“%”	per cent.

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LETTER FROM THE BOARD

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**TK GROUP (HOLDINGS) LIMITED**

**東江集團(控股)有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2283)**

*Executive Directors:*

Mr. Li Pui Leung (*Chairman*)  
Mr. Lu Gong Shan (*Chief Executive Officer*)  
Mr. Yung Kin Cheung Michael  
Mr. Lee Leung Yiu  
Mr. Cheung Fong Wa

*Independent Non-executive Directors:*

Dr. Chung Chi Ping Roy  
Ms. Christine Wan Chong Leung  
Mr. Tsang Wah Kwong

*Registered Office:*

Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

*Principal place of business  
in Hong Kong:*

Workshop No. 19  
9th Floor, Block B  
Hi-Tech Industrial Centre  
No. 491-501 Castle Peak Road  
Tsuen Wan  
New Territories  
Hong Kong

24 April 2026

*To the Shareholders*

Dear Sir/Madam,

**RE-ELECTION OF RETIRING DIRECTORS,  
GRANT OF GENERAL MANDATES TO ISSUE  
AND  
REPURCHASE SHARES  
RE-APPOINTMENT OF AUDITOR  
AND  
AMENDMENTS TO THE MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

**INTRODUCTION**

The purpose of this circular is to give the Shareholders the notice of the 2026 AGM and provide the Shareholders with details regarding (i) the re-election of Directors retiring at the 2026 AGM; (ii) the grant of general mandates to the Directors to issue and repurchase the Shares (including any sale or transfer of Treasury Shares out of treasury); and (iii) the Proposed Amendments. Such proposals will be dealt with at the 2026 AGM.

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## LETTER FROM THE BOARD

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### RE-ELECTION OF RETIRING DIRECTORS

Pursuant to Article 83(3) of the Articles, any director appointed by the Board to fill a casual vacancy shall hold office until the first general meeting after his appointment and be subject to re-election at such meeting. Accordingly, Mr. Lu Gong Shan shall retire as Director and, being eligible, will offer himself for re-election as Director at the AGM.

Pursuant to Article 84 of the Articles, Mr. Yung Kin Cheung Michael, Mr Cheung Fong Wa and Dr. Chung Chi Ping Roy shall retire by rotation at the 2026 AGM. All of the above three retiring Directors, being eligible, will offer themselves for re-election at the 2026 AGM.

The nominations were made in accordance with the Nomination Policy for directors and the measurable objectives criteria (including but not limited to gender, age, cultural and educational background, professional experiences, skills, knowledge and length of service) with regard for the benefits of diversity, as set out under the Board Diversity Policy. The Nomination Committee had also taken into account the respective overall contributions (including the attendance of meetings and level of participation and performance on Board, etc.) of Mr. Lu Gong Shan, Mr. Yung Kin Cheung Michael, Mr Cheung Fong Wa and Dr. Chung Chi Ping Roy for the Board and Board committee responsibilities and their commitment to their roles.

Pursuant to code provision B.2.3 of part 2 of the Corporate Governance Code as set out in Appendix C1 to the Listing Rules, if an independent non-executive director has served more than nine years, such director's further appointment should be subject to a separate resolution to be approved by Shareholders and the papers to shareholders accompanying that resolution should state why the board or the nomination committee believes that the director is still independent and should be re-elected, including the factors considered, the process and the discussion of the board or the nomination committee in arriving at such determination.

As at the Latest Practicable Date, Dr. Chung Chi Ping Roy has been serving as an independent non-executive Director for more than 9 years on the Board. To determine whether Dr. Chung Chi Ping Roy is still independent and should be re-elected as an independent non-executive Director, the Nomination Committee of the Company has discussed his suitability, qualifications and potential contributions to the Board. Having (i) considered Dr. Chung Chi Ping Roy's background and strategic and operational experience in the manufacturing industry which will bring professional and valuable insight and contribute to the diversity of the skills and perspectives of the Board; and (ii) assessed the independence of Dr. Chung Chi Ping Roy, the Nomination Committee considers that he has satisfied the independence criteria as set out in Rule 3.13 of the Listing Rules. To the best knowledge of the Directors, as at the Latest Practicable Date, the Company is not aware of any matters or events that may occur which would affect the independence of Dr. Chung Chi Ping Roy. The Nomination Committee has therefore recommended, and the Board concurs that, albeit his length of tenure as independent non-executive Director, Dr. Chung Chi Ping Roy had demonstrated continued independent judgement which contributes positively to the development of the Company's strategy and policies and is independent and should therefore be re-elected as independent non-executive Director.

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## LETTER FROM THE BOARD

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Pursuant to Rule 13.74 of the Listing Rules, a listed issuer shall disclose the details required under Rule 13.51(2) of the Listing Rules of any director(s) proposed to be re-elected or proposed new director in the notice or accompanying circular to its shareholders of the relevant general meeting, if such re-election or appointment is subject to shareholders' approval at that relevant general meeting. The requisite details of the above retiring Directors are set out in Appendix I to this circular.

### GENERAL MANDATES

At the AGM of the Company held on 23 May 2025, general mandates were granted to the Directors to exercise the powers of the Company to issue new Shares and to repurchase Shares. Up to the Latest Practicable Date, such mandates have not been utilized and, if not used by the date of the 2026 AGM, will lapse at the conclusion of the 2026 AGM.

In order to give the Company the flexibility to issue and repurchase Shares if and when appropriate, at the 2026 AGM, separate ordinary resolutions will be proposed to grant the new general mandates to the Directors (i) to allot, issue and otherwise deal with Shares (including any sale or transfer of Treasury Shares out of treasury) not exceeding 20% of the aggregate number of the issued Shares at the date of passing of such resolution (the “**Issue Mandate**”) (excluding Treasury Shares, if any); (ii) to repurchase issued and fully paid Shares on the Stock Exchange or on any other stock exchange recognized by the Securities and Futures Commission of Hong Kong and the Stock Exchange not exceeding 10% of the aggregate number of the issued Shares of the Company at the date of passing of such resolution (the “**Buyback Mandate**”) (excluding Treasury Shares, if any); and (iii) to add the aggregate number of the Shares repurchased by the Company pursuant to the Buyback Mandate to the Issue Mandate.

As at the Latest Practicable Date, the Company had 833,260,000 Shares in issue. Subject to the passing of the proposed resolutions for the grant of the general mandates as mentioned above and on the basis that no Shares are issued or repurchased by the Company prior to the 2026 AGM, the exercise of the Buyback Mandate in full would result in up to 83,326,000 Shares being repurchased by the Company during the period prior to the next annual general meeting of the Company following the passing of the resolution referred to herein or the date upon which the Buyback Mandate is revoked or varied by an ordinary resolution of the Shareholders in a general meeting of the Company, and the Directors will be authorised to allot and issue under the Issue Mandate as mentioned above up to 166,652,000 Shares, and to the extent the Buyback Mandate is exercised, plus the aggregate number of Shares repurchased by the Company under the Buyback Mandate.

The explanatory statement required by the Listing Rules to provide requisite information to you for your consideration of the Buyback Mandate is set out in Appendix II to this circular.

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## LETTER FROM THE BOARD

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### RE-APPOINTMENT OF AUDITOR

PricewaterhouseCoopers will retire as the auditor of the Company at the 2026 AGM and being eligible, offer themselves for re-appointment as the auditor of the Company.

### PROPOSED AMENDMENTS

Pursuant to the Consultation Conclusions on Further Paperless Listing Reforms published by the Stock Exchange in January 2025, the Listing Rules have been amended with effect from 10 February 2025 which requires, among others, listed issuers to amend their constitutional documents (as necessary) to ensure they can provide hybrid general meetings and electronic voting. As a transitional arrangement, issuers will have until their next annual general meeting following 1 July 2025 to make necessary changes to their constitutional documents accordingly.

As such, the Board proposes to seek approval from Shareholders at the 2026 AGM for the Proposed Amendments in order to, among others:

- (i) allow a general meeting to be held as an electronic meeting (also referred to as virtual general meeting) or a hybrid meeting;
- (ii) allow voting by Shareholders at its general meeting via electronic means;
- (iii) bring the Memorandum and Articles of Association in line with amendments made to the Listing Rules and applicable laws of the Cayman Islands, which include (a) the proposed uncertificated securities market regime issued by the Stock Exchange; and (b) the amendments to the Listing Rules relating to treasury shares which took effect on 11 June 2024; and
- (iv) make other consequential and housekeeping amendments in respect of the Proposed Amendments,

subject to the passing of the special resolution, with effect from the conclusion of the 2026 AGM.

The Company has been advised by its legal advisers that the Proposed Amendments are not inconsistent with the requirements of the Listing Rules and the laws of the Cayman Islands respectively. The Company also confirms that there is nothing unusual about the Proposed Amendments for a company listed on the Stock Exchange.

Details of the Proposed Amendments are set out in Appendix III to this circular and the Proposed Amendments are subject to the approval of the Shareholders by way of a special resolution at the 2026 AGM. A copy of the New Memorandum and Articles of Association showing all changes made to the Memorandum and Articles of Association will be available for inspection during normal business hours on any weekday (except public holidays) at the head office of the Company in Hong Kong at Workshop No. 19, 9th Floor, Block B, Hi-Tech Industrial Centre, No. 491-501 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong from the date of this circular up to and including the date of the 2026 AGM and at the 2026 AGM.

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## LETTER FROM THE BOARD

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### 2026 AGM

A notice of 2026 AGM is set out on pages 45 to 50 of this circular.

A form of proxy for use at the 2026 AGM is also enclosed with this circular. To be valid, the form of proxy, together with a power of attorney or other authority, if any, under which it is signed or a certified copy thereof, must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road,, Hong Kong not less than 48 hours before the time appointed for holding the 2026 AGM or any adjournment thereof. Completion and delivery of the form of proxy will not preclude you from attending and voting in person at the 2026 AGM should you so wish.

### VOTE BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll. Accordingly, at the 2026 AGM, all votes will be taken by way of poll save for resolutions related purely to procedural or administrative matters which may be voted by a show of hands at the discretion of the chairman of the meeting. An announcement on the poll vote results will be made by the Company after the 2026 AGM.

### CLOSURE OF REGISTER OF MEMBERS

For determining the entitlement to attend and vote at the 2026 AGM, the register of members will be closed from 18 May 2026 to 21 May 2026, both days inclusive, during which period no transfer of Shares will be registered.

In order to be eligible to attend and vote at 2026 AGM, unregistered holder of the Shares should ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. on 15 May 2026.

### RECOMMENDATION

The Directors consider that the proposals for re-election of retiring Directors and the granting/extension of the Issue Mandate and the granting of the Buyback Mandate are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions as set out in the notice of the 2026 AGM.

Yours faithfully,  
For and on behalf of the Board  
**TK Group (Holdings) Limited**  
**Li Pui Leung**  
*Chairman*

The details of the retiring Directors proposed for re-election at the 2026 AGM are set out below:

(a) **Mr. Lu Gong Shan (“Mr. Lu”)**

**Mr. Lu Gong Shan**, aged 46, is an executive director and the chief executive officer of the Group. He is also a member of the Remuneration Committee of the Company. Mr. Lu joined the Group in May 2002 and held the positions of project engineer and business unit manager of the Company from May 2002 to January 2009. He was appointed as the deputy general manager of the mold fabrication business in January 2009, primarily responsible for the development of the mold fabrication business, project management and the management of affairs in respect of technology, quality and sourcing management. In October 2013, Mr. Lu was appointed as the general manager of the mold business units of the Group and was responsible for the overall management of the mold business units. Mr. Lu was recognised as a “Honghu Talent” in the Shenzhen Guangming District from 2017 to 2022 (2017-2022深圳市光明區「鴻鵠人才」) and a Shenzhen High-level Professional Talent – Municipal-level Leading Talent (2019-2024深圳市高層次專業人才—地方級領軍人才) from 2019 to 2024.

Mr. Lu graduated from Zhengzhou University of Light Industry in the PRC in July 2000 with a diploma in high molecular material machining specialised in mold design and manufacturing. In May 2013, Mr. Lu obtained a Master degree in Business Administration in Executive Management from the Royal Roads University in Canada.

As at the Latest Practicable Date, Mr. Lu is interested or deemed to be interested in 1,805,388 shares of the Company, representing approximately 0.22% of the issued share capital of the Company. Such interest includes Mr. Lu’s entitlement to 133,694 unvested award shares granted under the share award scheme of the Company adopted on 25 February 2019. Save for the above, he did not have any interests or short position in the Shares, underlying Shares and debentures of the Company within the meaning of Part XV of the SFO. Mr. Lu has entered into a service contract with the Company for a term of 3 years commencing from 1 January 2026, which may be terminated by not less than 3 months’ notice in writing served by either party on the other and is subject to termination provisions therein and provisions on retirement of the Directors as set out in the Articles. Mr. Lu is entitled to HK\$4,359,805 for the year ended 31 December 2025 in aggregate, including entitlement to bonus as determined by the Board.

Save as being an executive Director and the chief executive officer of the Group, and the member of the Remuneration Committee of the Company, Mr. Lu did not hold any other positions with the other members of the Group. Mr. Lu also did not hold other directorship in listed public companies during the last 3 years. Save as disclosed above, he did not have any relationship with any other Director, senior management, substantial Shareholder or controlling Shareholder of the Company as at the Latest Practicable Date.

Mr. Lu confirmed that there is no other information that needs to be disclosed pursuant to any of the requirements as set out in Rules 13.51(2)(h) to (v) of the Listing Rules. The Company is not aware of any other matters that need to be brought to the attention of the Shareholders and the Stock Exchange in relation to the re-election of Mr. Lu.

**(b) Mr. Yung Kin Cheng Michael (“Mr. Yung”)**

**Mr. Yung Kin Cheung, Michael**, aged 64, is an executive director of the Group. He is also a member of the Remuneration Committee of the Company. He was appointed as an executive director and chief executive officer of the Group on 28 March 2013, and has resigned as the chief executive officer of the Company from 1 January 2026. Mr. Yung has over 30 years of experience in plastic mold fabrication and plastic injection molding. Prior to joining the Group, Mr. Yung acted as a buyer in National Semiconductor Hong Kong Ltd. from May 1985 to August 1987. He was promoted to Component Engineer in May 1987. From August 1987 to February 1989, Mr. Yung served at AST Research (Far East) Ltd. as a procurement engineer. Mr. Yung joined the Group in 1989 as the general manager and was primarily responsible for operation management for the molding business. He has been serving as the managing director of the Group since 2000, and is mainly responsible for business development and the daily operations of the Group’s business. Mr. Yung graduated from the Department of Industrial Engineering of the University of Hong Kong with a bachelor’s degree of Science in Engineering in November 1983. He also graduated from the Centre of Buddhist Studies of the Faculty of Social Sciences of the University of Hong Kong with a Master’s Degree in Buddhist Studies in November 2008. Mr. Yung is also the shareholder and director of Eastern Mix Company Limited (a controlling shareholder of the Company), and the controlling shareholder and director of Cheer Union Development Ltd. (a substantial shareholder of the Company).

As at the Latest Practicable Date, save that Mr. Yung was deemed to be interested in 55,620,000 Shares held by Cheer Union Development Ltd., Mr. Yung did not have any interests or short position in the Shares, underlying Shares and debentures of the Company within the meaning of Part XV of the SFO. Mr. Yung has entered into a service contract with the Company for a term of 3 years commencing from 20 December 2025, which may be terminated by not less than 3 months’ notice in writing served by either party on the other and is subject to termination provisions therein and provisions on retirement of the directors as set out in the Articles. Mr. Yung is entitled to a salary of HK\$5,143,248 for the year ended 31 December 2025 in aggregate, including entitlement to bonus as determined by the Board.

Save as being an executive Director, a member of the Remuneration Committee of the Company and a director of the subsidiaries of the Company, Mr. Yung did not hold any other positions with the other members of the Group. Mr. Yung also did not hold other directorship in listed public companies during the last 3 years. Save as disclosed above, he did not have any relationship with any other director, senior management, substantial Shareholder or controlling Shareholder of the Company as at the Latest Practicable Date.

Mr. Yung confirmed that there is no other information that needs to be disclosed pursuant to any of the requirements as set out in Rules 13.51(2)(h) to (v) of the Listing Rules. The Company is not aware of any other matters that need to be brought to the attention of the Shareholders and the Stock Exchange in relation to the re-election of Mr. Yung.

(c) **Mr. Cheung Fong Wa (“Mr. Cheung”)**

**Mr. Cheung Fong Wa**, aged 63, was appointed as an executive director and the chief financial officer of the Group on 27 November 2013. Mr. Cheung joined the Group in July 2002, as a corporate financial controller and was mainly responsible for the finance, taxation, audit and investment of the Group. Prior to joining the Group, Mr. Cheung had served at Deloitte Ross Tohmatsu (currently known as “**Deloitte Touche Tohmatsu**”) and served as a financial controller for a FORTUNE 500 manufacture company, and manufacturing companies listed in Hong Kong and the U.S.. He has accumulated 35 years of experience in the field of auditing, accounting and corporate finance. Mr. Cheung graduated from Hong Kong Polytechnic (the predecessor of Hong Kong Polytechnic University) in November 1987 with a major in accounting, and is a fellow member of the Association of Chartered Certified Accountants since January 1996 and a fellow member of the Hong Kong Institute of Certified Public Accountants since September 1990.

As at the Latest Practicable Date, Mr. Cheung did not have any interests or short position in the Shares, underlying Shares and debentures of the Company within the meaning of Part XV of the SFO. Pursuant to the letter of appointment issued by the Company to Mr. Cheung, his current term of office is 3 years from 20 December 2025, unless terminated by either party giving to the other not less than 3 month’s prior notice in writing and is subject to provisions on retirement of Directors as set out in the Articles. Mr. Cheung is entitled to a salary of HK\$3,765,808 for the year ended 31 December 2025 in aggregate, including entitlement to bonus as determined by the Board.

Save as disclosed above, Mr. Cheung did not hold any other positions with the other members of the Group and did not hold other directorship in listed public companies during the last three years. He did not have any relationship with any other Director, senior management, substantial Shareholder or controlling Shareholder of the Company as at the Latest Practicable Date.

Mr. Cheung confirmed that there is no other information that needs to be disclosed pursuant to any of the requirements as set out in Rules 13.51(2)(h) to (v) of the Listing Rules. The Company is not aware of any other matters that need to be brought to the attention of the Shareholders and the Stock Exchange in relation to the re-election of Mr. Cheung.

(d) **Dr. Chung Chi Ping Roy (“Dr. Chung”)**

**Dr. Chung Chi Ping Roy**, *GBS BBS JP*, aged 73, was appointed as an independent non-executive director of the Company on 27 November 2013. He is also the chairman of the Remuneration Committee, and a member of each of the Audit Committee and the Nomination Committee of the Company.

Dr. Chung obtained a PhD in Engineering from the University of Warwick, the United Kingdom in May 2010. In September 2012 he achieved a PhD of Business Administration from City University of Macau. He has been appointed as an Industrial Professor by the University of Warwick, the United Kingdom since December 2010. He was awarded a doctorate degree of social science honoris causa by the Hang Seng University of Hong Kong in 2025, a doctorate degree of business administration honoris causa by the Hong Kong Metropolitan University and an honorary doctorate degree of business administration by the City University of Hong Kong in 2023, a doctorate degree of business administration honoris causa by the University of Macau, and an honorary doctorate degree of science by the University of Warwick, the United Kingdom in 2019, an honorary doctorate degree of business administration by the Lingnan University in 2015, an honorary doctorate degree of business administration by the Hong Kong Polytechnic University in 2007 and an honorary doctorate degree of the University of Newcastle, Australia in 2006 respectively. He was awarded by the Hong Kong Special Administrative Region Government (“**HKSAR Government**”) the Gold Bauhinia Star (GBS) in 2017, the Bronze Bauhinia Star (BBS) in 2011, and was appointed as Justice of Peace in 2005. Dr. Chung was granted the Young Industrialist Awards of Hong Kong in 1997, and was further awarded the Industrialist of the Year in 2014.

Dr. Chung is currently a Board Member of the West Kowloon Cultural District Authority and Chairman of the Standing Committee on Youth Skills Competition. He was the Chairman of the Federation of Hong Kong Industries from July 2011 to July 2013 and has been serving as the Honorary President of the Federation since July 2013. Dr. Chung was appointed as the Chairman of the Vocational Training Council from 2018 to 2019. He is also the Founder and Chairman of Bright Future Charitable Foundation.

Dr. Chung is an independent non-executive director of Vitasoy International Holdings Limited (stock code: 345), a company listed on the Stock Exchange, since 24 June 2017. He was also an independent non-executive director of Fujikon Industrial Holdings Limited (stock code: 927), a company listed on the Stock Exchange, since 1 April 2014 until 23 June 2021 and a non-executive director of Techtronic Industries Company Limited (stock code: 669, a company listed on the Stock Exchange) until 10 May 2024.

As at the Latest Practicable Date, Dr. Chung did not have any interests or short position in the Shares, underlying Shares and debentures of the Company within the meaning of Part XV of the SFO. Pursuant to the letter of appointment issued by the Company to Dr. Chung, his current term of office is 3 years from 20 December 2025, unless terminated by either party giving to the other not less than 3 month's prior notice in writing and is subject to provisions on retirement of Directors as set out in the Articles. Dr. Chung is entitled to a director's fee of HK\$340,000 for the year ended 31 December 2025 in aggregate.

Save as disclosed above, Dr. Chung did not hold any other positions with the other members of the Group and did not hold other directorship in listed public companies during the last three years. He did not have any relationship with any other Director, senior management, substantial Shareholder or controlling Shareholder of the Company as at the Latest Practicable Date.

Dr. Chung confirmed that there is no other information that needs to be disclosed pursuant to any of the requirements as set out in Rules 13.51(2)(h) to (v) of the Listing Rules. The Company is not aware of any other matters that need to be brought to the attention of the Shareholders and the Stock Exchange in relation to the re-election of Dr. Chung.

This Appendix serves as an explanatory statement, as required by Rule 10.06(1)(b) of the Listing Rules, to provide all the information in relation to the Buyback Mandate for your consideration.

## **1. LISTING RULES FOR REPURCHASES OF SHARES**

The Listing Rules permit companies whose primary listing is on the Stock Exchange to repurchase their fully-paid shares on the Stock Exchange subject to certain restrictions, the more important of which are summarised below:

### **(a) Shareholders' approval**

All proposed repurchases of shares on the Stock Exchange by a company with its primary listing on the Stock Exchange must be approved in advance by the Shareholders by an ordinary resolution, either by way of a general mandate or by a specific approval in relation to a specific transaction.

### **(b) Share capital**

Under the Buyback Mandate, the number of Shares that the Company may repurchase shall not exceed 10% of the aggregate number of its issued shares at the date of the passing of the proposed resolution granting the Buyback Mandate (excluding Treasury Shares, if any).

As at the Latest Practicable Date, the Company had 833,260,000 Shares in issue. Subject to the passing of the proposed resolution for the grant of the Buyback Mandate and on the basis that no Shares are issued or repurchased by the Company prior to the 2026 AGM, the exercise of the Buyback Mandate in full would result in up to 83,326,000 Shares being repurchased by the Company during the period prior to the next AGM of the Company following the passing of the resolution granting the Buyback Mandate or the date upon which the Buyback Mandate is revoked or varied by an ordinary resolution of the Shareholders in a general meeting of the Company.

### **(c) Reason for repurchase**

The Directors believe that it is in the interests of the Company and the Shareholders to have a general authority from the Shareholders to enable the Directors to repurchase Shares on the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net value of the Company and its assets and/or its earnings per share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders.

### **(d) Funding of repurchase**

In repurchasing Shares, a company may only apply funds legally available for such purpose in accordance with the Articles and the laws of the Cayman Islands.

The Directors propose that such repurchase of Shares, would be appropriately financed by the Company's internal resources and/or available banking facilities.

As compared with the financial position of the Company as at 31 December 2025 (being the date of its latest published audited accounts), the Directors consider that there might be a material adverse impact on the working capital or gearing position of the Company if the Buyback Mandate was to be exercised in full during the proposed repurchase period. However, the Directors do not intend to exercise the Buyback Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital or the gearing level of the Company (as compared with the position disclosed in its most recently published audited accounts) unless the Directors consider that such repurchases would be in the interests of the Company and the Shareholders notwithstanding such material adverse impact.

**(e) Connected parties**

Neither the Directors nor, to the best knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) has any present intention to sell Shares to the Company if the Buyback Mandate is approved by the Shareholders.

As at the Latest Practicable Date, no core connected person (as defined in the Listing Rules) had notified the Company that he has a present intention to sell Shares to the Company, or has undertaken not to do so, if the Buyback Mandate is approved by the Shareholders.

**(f) General**

The Directors will exercise the power granted under the Buyback Mandate to repurchase Shares in accordance with the Listing Rules and the applicable laws of the Cayman Islands. Neither this explanatory statement nor the proposed share repurchase has any unusual features.

The amendments to the Listing Rules which came into effect on 11 June 2024 with respect to treasury shares have removed the requirement to cancel repurchased shares and to adopt a framework to govern the resale of treasury shares. In view of the changes to the Listing Rules, if the Company purchases any Shares pursuant to the Buyback, the Company will either cancel the repurchased Shares and/or hold such Shares in treasury, subject to market conditions and the Company's capital management needs at the relevant time any repurchases of Shares are made. If the Company holds any Shares in treasury, any sale or transfer of Shares held in treasury will be subject to the terms of the Issue Mandate in Ordinary Resolution 8(a) and in accordance with the Listing Rules and applicable laws and regulations of the Cayman Islands.

For Treasury Shares deposited with CCASS pending resale on the Stock Exchange, the Company will adopt appropriate measures to ensure that it would not exercise any shareholders' rights or receive any entitlements which would otherwise be suspended under the relevant laws if those Shares were registered in the Company's own name as Treasury Shares, which may include approval by the Board that (i) the Company will not (or will procure its broker not to) give any instructions to Hong Kong Securities Clearing Company Limited to vote at general meetings for the Treasury Shares deposited with CCASS and (ii) in the case of dividends or distributions, the Company will withdraw the Treasury Shares from CCASS, and either re-register them in its own name as Treasury Shares or cancel them, in each case before the record date for the relevant dividends or distributions.

**(g) Takeovers Code**

If as a result of a share repurchase, a Shareholder's proportionate interest in the voting rights of the repurchasing company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code.

As a result, a Shareholder, or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the Shareholder's interests, could obtain or consolidate control of the Company and become(s) obliged to make a mandatory offer in accordance with Rules 26 and 32 of the Takeovers Code.

As at the Latest Practicable Date, Mr. Li Pui Leung, the Chairman of the Board, was interested in 457,466,000 Shares, representing approximately 54.90% of the total issued share capital of the Company. Out of these Shares, 368,066,000 Shares (being approximately 44.17% of the total issued share capital of the Company) were held by Eastern Mix Company Limited (a controlled corporation of Mr. Li Pui Leung) and 89,400,000 Shares (being approximately 10.73% of the total issued share capital of the Company) were held by Lead Smart Development Limited (a company wholly owned by Mr. Li Pui Leung). On the basis that (i) the total issued share capital of the Company (being 833,260,000 Shares) remains unchanged as at the date of the 2026 AGM, and (ii) the shareholding of Mr. Li Pui Leung (being 457,466,000 issued Shares) in the Company remains unchanged immediately after the full exercise of the Buyback Mandate, in the event that the Directors exercise in full the power to repurchase Shares in accordance with the terms of the relevant ordinary resolution to be proposed at the 2026 AGM (presuming that apart from the decrease of the issued share capital arising from the said full exercise of the Buyback Mandate, there is no other change in the Company's issued share capital), the shareholding interest of Mr. Li Pui Leung in the issued Shares would be increased to approximately 61.00% of the total issued share capital of the Company. The Directors are not aware of any consequences which will arise under the Takeovers Code as a result of any repurchases to be made under the Buyback Mandate.

The Listing Rules prohibit a company from making repurchase of its shares on the Stock Exchange if the result of the repurchase would be that less than 25% (or such other prescribed minimum percentage as determined by the Stock Exchange) of the company's issued share capital would be in public hands. The Directors do not propose to repurchase Shares, which would result in less than the prescribed minimum percentage of Shares in public hands.

**2.      SHARE REPURCHASE AND MARKET PRICES**

During the six months preceding the Latest Practicable Date, no Shares had been repurchased or redeemed by the Company.

During each of the previous 12 months up to the Latest Practicable Date, the highest and lowest prices of each of the following months and up to and including the Latest Practicable Date at which the Shares had been traded on the Stock Exchange were as follows:

<b>Month</b>	<b>Per Share</b>	
	<b>Highest</b> <i>HK\$</i>	<b>Lowest</b> <i>HK\$</i>
<b>2025</b>		
April	2.64	1.70
May	2.14	1.82
June	2.35	1.91
July	2.60	2.11
August	2.72	2.31
September	2.62	2.36
October	2.78	2.41
November	2.60	2.40
December	2.74	2.42
<b>2026</b>		
January	2.59	2.44
February	2.55	2.40
March	2.60	2.10
April (up to and including the Latest Practicable Date)	2.60	2.11

## APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

The following are the Proposed Amendments. Unless otherwise specified, clauses, paragraphs and article numbers referred to herein are clauses, paragraphs and article numbers of the New Memorandum and Articles of Association. If the serial numbering of the clauses of the Memorandum and Articles of Association is changed due to the addition, deletion or re-arrangement of certain clauses made in these amendments, the serial numbering of the clauses of the Memorandum and Articles of Association as so amended shall be changed accordingly, including cross-references.

*Note: The amended and restated memorandum and articles of association of the Company is prepared in English with no official Chinese version. Chinese translation is for reference only. In the event of any inconsistency, the English version shall prevail.*

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(1)	2.(1)	“ <u>address</u> ” <u>for the purposes of these Articles, “address” includes an electronic address unless the Law or the Listing Rules require a postal address.</u>
2.(1)	2.(1)	“ <u>announcement</u> ” <u>an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the rules of the Designated Stock Exchange, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the rules of the Designated Stock Exchange and applicable laws.</u>
2.(1)	2.(1)	“ <u>ASR Code</u> ” <u>the Code of Conduct for Approved Securities Registrars published by the SFC as amended from time to time.</u>
2.(1)	2.(1)	“ <u>Central Clearing and Settlement System</u> ” <u>the Central Clearing and Settlement System operated by HKSCC.</u>
2.(1)	2.(1)	“ <u>Company’s Website</u> ” <u>the website of the Company, the address or domain name of which has been notified to the Members.</u>
2.(1)	2.(1)	“ <u>electronic</u> ” <u>has the meaning attributed to it in the Electronic Transactions Act.</u>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(1)	2.(1)	“ <u>electronic communication</u> ” <u>a communication sent, transmitted, conveyed or otherwise made available to the intended recipients of the communication in electronic format.</u>
2.(1)	2.(1)	“ <u>electronic facilities</u> ” <u>without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing attendance at or participation in (or both attendance at and participation in) a general meeting by electronic communication as determined by the Board pursuant to these Articles.</u>
2.(1)	2.(1)	“ <u>electronic meeting</u> ” <u>a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
2.(1)	2.(1)	“ <u>Electronic Transactions Act</u> ” <u>the Electronic Transactions Act (Revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.</u>
2.(1)	2.(1)	“ <u>HKSCC</u> ” <u>the Hong Kong Securities Clearing Company Limited.</u>
2.(1)	2.(1)	“ <u>hybrid meeting</u> ” <u>a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations; and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
2.(1)	2.(1)	“ <u>Meeting Location(s)</u> ” <u>has the meaning ascribed to it in Article 64A(1).</u>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(1)	2.(1)	<p>“Notice”      written notice unless otherwise specifically stated and as further defined in these Articles <u>and, where the context so requires, shall include any other document (including any “corporate communication” and “actionable corporate communication” within the meaning ascribed thereto under the Listing Rules) or communication to be served, issued, or given by the Company under these Articles or pursuant to applicable laws and regulations, including the Listing Rules and/or the rules of the competent regulatory authority. For the avoidance of doubt, Notice may be provided in physical or electronic form.</u></p>
2.(1)	2.(1)	<p>“ordinary resolution”      a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person, <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.</p>
2.(1)	2.(1)	<p><u>“physical meeting”</u>      a general meeting held and conducted by physical attendance and participation by <u>Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.</u></p>
2.(1)	2.(1)	<p><u>“Principal Meeting Place”</u>      has the meaning ascribed to it in Article 59(2).</p>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(1)	2.(1)	<p><u>“Relevant Territory”</u>      <u>means Hong Kong or such other territory where any of the securities of the Company is listed on a stock exchange in that territory.</u></p>
2.(1)	2.(1)	<p><u>“Securities and Futures Ordinance”</u>      <u>the Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong as amended from time to time.</u></p>
2.(1)	2.(1)	<p><u>“SFC”</u>      <u>the Securities and Futures Commission of Hong Kong.</u></p>
2.(1)	2.(1)	<p><u>“special resolution”</u>      a resolution shall be a special resolution when it has been passed by a majority of not less than threefourths of votes cast by such Members as, being entitled so to do, vote in person, <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.</p>
2.(1)	2.(1)	<p><u>“UNSRT System”</u>      <u>an uncertificated securities registration and transfer system, and in relation to any shares or securities of the Company, a computer-based system, together with procedures and other facilities, that (a) enables title to the shares and securities to be evidenced and (b) transferred without an instrument; and facilitates supplementary and incidental matters.</u></p>
2.(1)	2.(1)	<p><u>“USM Rules”</u>      <u>the Securities and Futures (Uncertificated Securities Market) Rules (Cap. 571AS) made under the Securities and Futures Ordinance.</u></p>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(1)	2.(1)	<p>“<u>treasury shares</u>”      <u>the shares of the Company that were previously issued but were purchased or redeemed by the Company or surrendered to the Company and not cancelled.</u></p>
2.(2)	2.(2)	<p>(e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing words or figures in a visible form, <del>and</del> including <u>where the representation takes the form of electronic writing or display (such as digital documents or electronic communications)</u>, provided that both the mode of service of the relevant document or notice and the Member’s election comply with all applicable Statutes, rules and regulations;</p>
2.(2)	2.(2)	<p>(i) Section 8 <del>and section 19(3) of the Electronic Transactions Law (2003) Act</del> of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those <u>set out in these Articles.</u></p>
2.(2)	2.(2)	<p>(j) <u>References to the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;</u></p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(2)	2.(2)	(k) <u>A reference to a meeting: (a) shall mean a meeting convened and held in any manner permitted by these Articles and any Member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly; and (b) shall, where the context is appropriate, include a meeting that has been postponed by the Board pursuant to Article 64A(6); and</u>
2.(2)	2.(2)	(l) <u>References to a person’s participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly.</u>
2.(2)	2.(2)	(m) <u>where a Member is a corporation, any reference in these Articles to a Member shall, where the context requires, refer to a duly authorised representative of such Member;</u>
2.(2)	2.(2)	(n) <u>unless the context otherwise requires, any reference to “print”, “printed”, or “printed copy” and “printing” shall be deemed to include electronic versions or electronic copies;</u>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
2.(2)	2.(2)	<p>(o) <u>any reference to the term “place” within these Articles shall be construed as applicable only in contexts where a physical location is required or relevant. Any reference to a “place” for the delivery, receipt, or payment of monies, whether by the Company or by Members, shall not preclude the use of electronic means for such delivery, receipt, or payment. For the avoidance of doubt, references to a “place” in the context of meetings shall include physical, electronic, or hybrid meeting formats, as permitted by applicable laws and regulations. Notices of meetings, adjournments, postponements, or any other references to a “place” shall be interpreted to include virtual platforms or electronic means of communication where applicable. Where the term “place” is out of context, unnecessary, or not applicable, such reference shall be disregarded without affecting the validity or interpretation of the relevant provision; and</u></p>
2.(2)	2.(2)	<p>(p) <u>all voting rights referred to in these Articles shall exclude the voting rights attached to treasury shares.</u></p>
3.(2)	3.(2)	<p>Subject to the Law, the Company’s Memorandum and Articles of Association and, where applicable, the rules of any Designated Stock Exchange and/or any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Law. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Law. <u>Subject to the Law and the rules of any Designated Stock Exchange, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares in accordance with Articles 42A to 42D.</u></p>

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<p><b>Clause No. under the Memorandum and Articles of Association</b></p>	<p><b>Clause No. under the New Memorandum and Articles of Association</b></p>	<p><b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b></p>
<p>10.</p>	<p>10.</p>	<p>Subject to the Law and without prejudice to Article 8, all or any of the rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be altered, modified or abrogated either with the consent in writing of the holders of not less than three-fourths of the total voting rights of the issued shares of that class or with the approval of a resolution passed by not less than three-fourths of the votes cast by the holders of the shares of that class present and voting in person (<u>whether physically or by virtual attendance with the use of electronic facilities</u>) or by proxy at a separate general meeting of such holders. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply, but so that:</p> <p>(a) the quorum shall be two Members (or in the case of a Member being a corporation, its duly authorized representative) holding or representing by proxy not less than one-third of the total voting rights of the issued shares of that class (<u>excluding treasury shares</u>); and</p> <p>(b) every holder of shares of the class shall be entitled to one vote for every such share held by him.</p>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
18.	18.	Every person <u>whose name is entered as a Member in the Register shall be entitled to hold their shares in uncertificated form through the UNSRT System, the Central Clearing and Settlement System, or any other system approved under the Securities and Futures Ordinance and the USM Rules, as applicable, in compliance with the Listing Rules and other relevant regulations.</u> Where Shares are held in certificated form, <u>every person</u> whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines. <u>The Company shall comply with all applicable laws and regulations to facilitate the holding, transfer, and registration of its shares in uncertificated form, including electronic processes for corporate actions, as required by the uncertificated securities market regime.</u>
19.	19.	<u>Where share</u> <del>Share</del> certificates <del>shall be</del> <u>are</u> issued, <u>they shall be issued within any</u> <del>within the relevant</del> time limit as prescribed by the Law, <u>the ASR Code</u> or <del>as the</del> Designated Stock Exchange may from time to time determine, whichever is the shorter, <u>if such a time limit is applicable,</u> after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20.(1)	20.(1)	Upon every transfer of shares the certificate held by the transferor <u>(if one has been issued)</u> shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall <u>upon request by the transferee</u> be issued to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him <u>upon his request</u> at the aforesaid fee payable by the transferor to the Company in respect thereof.

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<p><b>Clause No. under the Memorandum and Articles of Association</b></p>	<p><b>Clause No. under the New Memorandum and Articles of Association</b></p>	<p><b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b></p>
<p>22.</p>	<p>22.</p>	<p>The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such <del>member</del>Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member or not. The Company’s lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article.</p>
<p>23.</p>	<p>23.</p>	<p>Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a <del>notice</del>Notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving <del>notice</del>Notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.</p>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
25.	25.	Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such <del>notice</del> Notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
35.	35.	When any share has been forfeited, <del>notice</del> Notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
<u>Nil</u>	<u>Nil</u>	<u>TREASURY SHARES</u>
<u>Nil</u>	<u>42A.</u>	<u>Subject to the Law, shares that have been purchased or redeemed by the Company or surrendered to the Company may be held as treasury shares in accordance with the Law. In the event that the Directors do not specify that the relevant shares are to be held as treasury shares, such shares shall be cancelled.</u>
<u>Nil</u>	<u>42B.</u>	<u>No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be declared or paid in respect of a treasury share.</u>
<u>Nil</u>	<u>42C.</u>	<p><u>The Company shall be entered in the Register as the holder of the treasury shares provided that:</u></p> <p>(a) <u>the Company shall not be treated as a Member for any purpose and shall not exercise any right in respect of the treasury shares, and any purported exercise of such a right shall be void;</u></p> <p>(b) <u>a treasury share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted issued shares at any given time, whether for the purposes of these Articles or the Law, save that an allotment of shares as fully paid bonus shares in respect of a treasury share is permitted and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares.</u></p>
<u>Nil</u>	<u>42D.</u>	<u>Subject to the Law and the rules of any Designated Stock Exchange, treasury shares may be disposed of by the Company on such terms and conditions as determined by the Directors.</u>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
44. (1)	44. (1)	Any <del>Shareholder</del> Members may (except when the Register is closed on terms equivalent to the relevant section of the Companies Ordinance) inspect the Register and branch register of Members, as the case may be, during business hours without charge and require the provision to him of copies or extracts thereof in all respects as if the Company were incorporated under and were subject to the Companies Ordinance.
45.	45.	<p><u>Subject to the rules of the Designated Stock Exchange, notwithstanding</u> <del>Notwithstanding</del> any other provision of these Articles the Company or the Directors may fix any date as the record date for:</p> <p>(a) determining the Members entitled to receive any dividend, distribution, allotment or issue and such record date may be on, or at any time not more than thirty (30) days before or after, any date on which such dividend, distribution, allotment or issue is declared, paid or made;</p> <p>(b) determining the Members entitled to receive <del>notice</del><u>Notice</u> of and to vote at any general meeting of the Company.</p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
47.	47.	<p><u>Subject to the Law and all applicable laws and regulations, including the Securities and Futures Ordinance and USM Rules, transfers of shares may be effected in uncertificated form through the UNSRT System, the Central Clearing and Settlement System, or any other system approved by the Designated Stock Exchange or the SFC, without the need for a written instrument of transfer. For certificated shares, the</u> <del>The</del> instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.</p>
49.(b)	49.(b)	<p><u>if applicable</u>, the instrument of transfer is in respect of only one class of share;</p>

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<b>Clause No. under the Memorandum and Articles of Association</b>	<b>Clause No. under the New Memorandum and Articles of Association</b>	<b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b>
<p>49.(c)</p>	<p>49.(c)</p>	<p><u>for certificated shares,</u> the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Law or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and</p>
<p>56.</p>	<p>56.</p>	<p>An annual general meeting of the Company for each financial year shall be held within six months after the end of that financial year, at such time and place as may be determined by the Board. <u>All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion, and participation in such a meeting in any location(s) shall constitute presence at such meetings.</u></p>
<p>57.</p>	<p>57.</p>	<p>Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. General meetings may be held in any part of the world as may be determined by the Board, <u>and may be held as a physical meeting and at one or more locations as provided in Article 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.</u></p>

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58.	58.	<p>The Board may whenever it thinks fit call extraordinary general meetings. Any one or more Members (including a clearing house (or its nominee(s))) holding as at the date of deposit of the requisition not less than one-tenth of the total voting rights (on a one vote per share basis) in the share capital of the Company shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require an extraordinary general meeting to be called by the Board and for additional resolutions to be added to the meeting agenda; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) <del>may do so in the same manner</del> <u>convene a physical meeting at only one location which will be the Principal Meeting Place</u>, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.</p>

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59.(2)	59.(2)	<p>The notice shall specify <u>(a) the time and of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 64A, the principal place of the meeting (the “Principal Meeting Place”), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) the particulars of resolutions to be considered at the meeting and, in case of special business, the general nature of the business. The <del>notice</del>Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such <del>notices</del>Notice from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors and the Auditors.</u></p>
61.(2)	61.(2)	<p>No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> or by proxy or (in the case of a Member being a corporation) by its duly authorised representative shall form a quorum for all purposes.</p>

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62.	62.	If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and <u>(where applicable) same place(s) or to such time and (where applicable) such place as the Board-(s) and in such form and manner referred to in Article 57 as the chairman of the meeting (or in default, the Board) may absolutely determine.</u> If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.
63.	63.	The chairman of the Company shall preside as chairman at every general meeting. If at any meeting the chairman, is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person <u>(whether physically or (by virtual attendance with the use of electronic facilities) (or in the case of a Member being a corporation) by its duly authorised representative)</u> or by proxy and entitled to vote shall elect one of their number to be chairman.
Nil	63A.	<u>If the chairman (if any) of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with the foregoing provisions of this Article) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.</u>

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64.	64.	<p><u>Subject to Article 64A(4), the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days’ notice of the adjourned meeting shall be given specifying the <del>time and place of the adjourned meeting</del> details set out in Article 59(2) but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting <del>and the general nature of the business to be transacted.</del> Save as aforesaid, it shall be unnecessary to give notice of an adjournment.</u></p>
<u>Nil</u>	<u>64A.(1)</u>	<p><u>The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (“<b>Meeting Location(s)</b>”) determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.</u></p>
<u>Nil</u>	<u>64A.(2)</u>	<p><u>All general meetings are subject to the following and, where appropriate, all references to a “Member” or “Members” in this sub-paragraph (2) shall include a proxy or proxies respectively:</u></p> <p>(a) <u>where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;</u></p>

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<p><u>Nil</u></p>	<p><u>64A.(2)</u></p>	<p>(b) <u>Members present in person or by proxy at a Meeting Location and/or Members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;</u></p> <p>(c) <u>where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and</u></p>

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<u>Nil</u>	<u>64A.(2)</u>	<u>(d) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the notice for the meeting.</u>
<u>Nil</u>	<u>64A.(3)</u>	<u>The Board and, at any general meeting, the chairman of the meeting (if any) may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.</u>

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<p><u>Nil</u></p>	<p><u>64A.(4)</u></p>	<p><u>If it appears to the chairman of the general meeting (if any) that:</u></p> <ul style="list-style-type: none"> <li>(a) <u>the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate to give all persons entitled to do so a reasonable opportunity to participate at the meeting or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or</u></li> <li>(b) <u>in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or</u></li> <li>(c) <u>it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or</u></li> <li>(d) <u>there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;</u></li> </ul> <p><u>then, without prejudice to any other power which the chairman of the meeting (if any) may have under these Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.</u></p>

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<u>Nil</u>	<u>64A.(5)</u>	<p><u>The Board and, at any general meeting, the chairman of the meeting (if any) may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.</u></p>

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<p><u>Nil</u></p>	<p><u>64A.(6)</u></p>	<p><u>If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:</u></p> <p><u>(a) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company’s website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of a meeting);</u></p> <p><u>(b) when only the form of the meeting or electronic facilities specified in the notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;</u></p>

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<u>Nil</u>	<u>64A.(6)</u>	<p>(c) <u>when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 64, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and</u></p> <p>(d) <u>notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original notice of general meeting circulated to the Members.</u></p>
<u>Nil</u>	<u>64A.(7)</u>	<u>All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 64A(4), any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.</u>
<u>Nil</u>	<u>64A.(8)</u>	<u>Without prejudice to other provisions in this Article, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.</u>

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<p>66.(1)</p>	<p>66.(1)</p>	<p>Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every Member present in person (<u>whether physically or by virtual attendance with the use of electronic facilities</u>) or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in person (<u>whether physically or by virtual attendance with the use of electronic facilities</u>) (or being a corporation, is present by a duly authorized representative), or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman’s duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. <u>Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.</u></p>

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67.	67.	<u>In the case of a physical meeting</u> , where a resolution is voted on by a show of hands, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution. The result of the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the rules of the Designated Stock Exchange.
70.	70.	All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Articles or by the Law. In the case of an equality of votes, <u>whether on a show of hands or on a poll (whether physically or by virtual attendance with the use of electronic facilities)</u> , the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
76.	76.	The instrument appointing a proxy shall be <u>such form, including electronic or otherwise, as the Board may determine and in the absence of such determination, shall be in writing</u> <del> under the hand of</del> , which may include electronic writing, and signed by the appointor or <del>of his</del> attorney duly authorised in writing or, if the appointor is a corporation, either under its seal <del>or under the hand of</del> by an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

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<p>77.</p>	<p>77.</p>	<p>The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the <del>notice</del><u>Notice</u> convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate), <u>or if the Company has provided an electronic address in accordance with Article 77A, shall be received at the electronic address specified,</u> not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting <u>or postponed meeting</u> at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting <u>or postponed meeting</u> in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person <u>(whether physically or by virtual attendance with the use of electronic facilities)</u> at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.</p>

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<p><u>Nil</u></p>	<p><u>77A</u></p>	<p><u>The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company (i) if the same is not received by the Company at its designated electronic address provided in accordance with this Article; or (ii) if no electronic address is so designated by the Company for the receipt of such document or information.</u></p>

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<p>78.</p>	<p>78.</p>	<p>Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the <del>notice</del><u>Notice</u> of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.</p>
<p>79.</p>	<p>79.</p>	<p>A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the <del>notice</del><u>Notice</u> convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting <u>or postponed</u>, at which the instrument of proxy is used.</p>

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Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
81.(2)	81.(2)	If a clearing house (or its nominee(s)), being a corporation, is a Member, it may appoint proxies or authorise such persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of Members (including but not limited to general meetings and creditor meetings) and such representatives shall enjoy rights equivalent to that of other Members. This is provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including the right to speak and vote individually ( <u>whether physically or by virtual attendance with the use of electronic facilities</u> ) on a show of hands or on a poll.
111.	111.	The Board may meet for the despatch of business, adjourn <u>or postpone</u> and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
112.	112.	A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or <del>via</del> <u>by electronic mail means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website</u> or by telephone or in such other manner as the Board may from time to time determine whenever he shall be required so to do by any Director.

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

<p><b>Clause No. under the Memorandum and Articles of Association</b></p>	<p><b>Clause No. under the New Memorandum and Articles of Association</b></p>	<p><b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b></p>
<p>119.</p>	<p>119.</p>	<p>A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. <u>A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article.</u> Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.</p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

<b>Clause No. under the Memorandum and Articles of Association</b>	<b>Clause No. under the New Memorandum and Articles of Association</b>	<b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b>
<p>139.</p>	<p>139.</p>	<p>Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders. <u>For the avoidance of doubt, any dividend, interest, or other sum payable in cash may also be paid by electronic funds transfer on such terms and conditions as the Directors may determine.</u></p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
142.(2)	142.(2)	(a) The shares allotted pursuant to the provisions of paragraph (1) of this Article shall rank <del>pari-pari</del> <u>pari passu</u> in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (1) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article shall rank for participation in such distribution, bonus or rights.
146.(2)	146.(2)	Shares allotted pursuant to the provisions of this Article shall rank <del>pari-pari</del> <u>pari passu</u> in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
149.	149.	Subject to Article 150, a <del>printed</del> copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto <u>in the manner in which notices and documents may be served by the Company as provided herein</u> at least twenty-one (21) days before the date of the general meeting and at the same time as the notice of annual general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 provided that this Article shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.
150.	150.	Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 149 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to summarised financial statements, a complete <del>printed</del> copy of the Company's annual financial statement and the directors' report thereon <u>in the manner in which notices and documents may be served by the Company as provided herein</u> .

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

<b>Clause No. under the Memorandum and Articles of Association</b>	<b>Clause No. under the New Memorandum and Articles of Association</b>	<b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b>
<p>151.</p>	<p>151.</p>	<p>The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Designated Stock Exchange, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company’s computer network or in any other permitted manner (including by sending any form of electronic communication); <del>and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company’s obligation to send to him a copy of such documents.</del></p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

<p><b>Clause No. under the Memorandum and Articles of Association</b></p>	<p><b>Clause No. under the New Memorandum and Articles of Association</b></p>	<p><b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b></p>
<p>158.</p>	<p>158.(1)</p>	<p>Any Notice or document (including any “corporate communication” within the meaning ascribed thereto under the rules of the Designated Stock Exchange), whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or communication and any, to the extent permitted by the <u>Statutes and the rules of the Designated Stock Exchange from time to time and subject to this Article, contained in an electronic communication. A notice calling a meeting of the Board need not be in writing. Any</u> such Notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of Notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing it on the Company’s website or the website of the Designated Stock Exchange, and giving to the member a notice stating that the notice or other document is available there (a “notice of availability”). The notice of availability may be given to the Member by any of the means set out above other than by posting it on a website. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders. given or issued by the following means:</p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
158.	158.(1)	<p>(a) <u>by serving it personally on the relevant person;</u></p> <p>(b) <u>by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;</u></p> <p>(c) <u>by delivering or leaving it at such address as aforesaid;</u></p> <p>(d) <u>by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange;</u></p> <p>(e) <u>by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 158(3);</u></p> <p>(f) <u>by publishing it on the Company’s website or the website of the Designated Stock Exchange; or</u></p> <p>(g) <u>by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.</u></p>
158.	158.(2)	<p><u>In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.</u></p>
158.	158.(3)	<p><u>Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which Notices can be served upon him.</u></p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
158.	<u>158.(4)</u>	<u>Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to the documents referred to in Articles 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language or, with the consent of or election by any member, in the Chinese language only to such Member.</u>
159.(b)	159.(b)	if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice, <del>document or publication</del> placed on the Company's website or the website of the Designated Stock Exchange, is deemed given by the Company <del>to a Member</del> on the day <del>following that on which a notice of availability is deemed served on the Member</del> it first so appears on the relevant website, <u>unless the rules of the Designated Stock Exchange specify a different date. In such cases, the deemed date of service shall be as provided or required by the rules of the Designated Stock Exchange;</u>
159.(d)	159.(d)	<del>may be given to a Member either in the English language or the Chinese language, subject to due compliance with all applicable Statutes, rules and regulations, published as an advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears.</del>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION**

<p><b>Clause No. under the Memorandum and Articles of Association</b></p>	<p><b>Clause No. under the New Memorandum and Articles of Association</b></p>	<p><b>Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)</b></p>
<p>160.(1)</p>	<p>160.(1)</p>	<p>Any Notice or other document delivered or sent <del>by post to or left at the registered address of any Member in pursuance of these</del> <u>in any manner permitted by Articles</u> shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.</p>
<p>160.(1)</p>	<p>160.(2)</p>	<p>A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through <u>electronic means or the post</u> in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the <u>electronic address or physical address</u>, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an <u>electronic address or physical address</u> has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.</p>

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
161.	161.	For the purposes of these Articles, a facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received. <u>The signature to any Notice or document to be given by the Company may be written, printed or, where relevant, given by electronic signature.</u>
162.(2)	162.(2)	<u>A</u> Unless otherwise provided by the Law, a resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.
163.(1)	163.(1)	Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) (if the Company shall be wound up and the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed pari passu amongst such <del>members</del> <u>Members</u> in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.

**APPENDIX III      PROPOSED AMENDMENTS TO THE MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

Clause No. under the Memorandum and Articles of Association	Clause No. under the New Memorandum and Articles of Association	Provisions in the New Memorandum and Articles of Association (showing changes to the existing Memorandum and Articles of Association)
<u>Nil</u>	<u>Nil</u>	<u>ELECTRONIC INSTRUCTIONS BY MEMBERS</u>
<u>Nil</u>	<u>167.</u>	<u>To the extent permitted by applicable law and unless otherwise restricted or prohibited by the rules of the Designated Stock Exchange, the Company shall accept instructions from Members and its securities holders (including meeting attendance indications, proxy appointments, revocations, voting directions, and responses to corporate communications) transmitted by electronic means, subject to reasonable authentication measures as the Board may from time to time determine.</u>
<u>Nil</u>	<u>Nil</u>	<u>UNCERTIFICATED SECURITIES AND ELECTRONIC PROCESSES</u>
<u>Nil</u>	<u>168.</u>	<u>The Company shall comply with all applicable laws and regulations, including the Securities and Futures Ordinance and the USM Rules made under the Securities and Futures Ordinance, to facilitate the holding, transfer, and registration of its shares or other prescribed securities in uncertificated form through electronic means, including via the UNSRT System or other systems approved by the SFC and the Designated Stock Exchange. The Company is authorised to take all reasonably practicable steps to support electronic communication with securities holders, including but not limited to electronic voting, proxy instructions, and distribution of corporate action proceeds, and to maintain compatibility with the uncertificated securities market regime. Any provisions in these Articles relating to the issuance, holding, or transfer of securities (including shares) or concerning share certificates shall be interpreted to permit compliance with such electronic processes and systems, to the extent permitted by the laws of the Cayman Islands.</u>



**TK GROUP (HOLDINGS) LIMITED**

**東江集團(控股)有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2283)**

**NOTICE IS HEREBY GIVEN** that an Annual General Meeting (the “**AGM**”) of TK Group (Holdings) Limited (the “**Company**”) will be held at 10/F, United Centre, 95 Queensway, Admiralty, Hong Kong on Thursday, 21 May 2026 at 9:30 a.m. to consider and, if thought fit, transact the following business:

**ORDINARY BUSINESS**

1. To receive and consider the audited consolidated financial statements of the Company and its subsidiaries for the year ended 31 December 2025, the Directors’ Report and the Independent Auditor’s Report for the year ended 31 December 2025.
2. To declare a final dividend of HK6.2 cents per share for the year ended 31 December 2025 and a special dividend of HK10 cents per Share for the year ended 31 December 2025.
3. To re-elect Mr. Lu Gong Shan as an executive director of the Company (the “**Director**”).
4. To re-elect Mr. Yung Kin Cheung Michael as an executive Director.
5. To re-elect Mr. Cheung Fong Wa as an executive Director.
6. To re-elect Dr. Chung Chi Ping Roy as an independent non-executive Director.
7. To authorise the board of Directors to fix the remuneration of the Directors.
8. To re-appoint PricewaterhouseCoopers as the Company’s auditor and to authorise the board of Directors to fix auditor’s remuneration.

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9. To consider as ordinary business and, if thought fit, pass the following resolution as ordinary resolution:

**“THAT:**

- (a) subject to paragraph (c) below, the exercise by the Directors during the Relevant Period (as defined below) of all the powers of the Company to allot, issue and deal with additional shares in the capital of the Company and/or to sell or transfer treasury shares, if any, and to make or grant offers, agreements and options which might require the exercise of such powers be and is hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) above shall authorise the Directors during the Relevant Period to make or grant offers, agreements and options which would or might require the exercise of such powers after the end of the Relevant Period;
- (c) the aggregate number of shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors (including any sale or transfer of treasury shares in the capital of the Company) pursuant to the approval in paragraph (a) above, otherwise than pursuant to: (i) a Rights Issue (as defined below); (ii) the exercise of the subscription rights or conversion under the terms of any warrants issued by the Company or any securities which are convertible into shares of the Company; (iii) any share option scheme or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of the Company and/or any of its subsidiaries of shares or rights to acquire shares of the Company; or (iv) any scrip dividend on shares of the Company in accordance with the articles of association of the Company, shall not exceed 20 per cent. of the aggregate number of issued shares of the Company as at the date of passing this resolution (excluding treasury shares, if any) and the said approval shall be limited accordingly; and if any subsequent consolidation or subdivision of shares is conducted, the maximum number of shares that may be issued under the mandate in paragraph (a) above as percentage of the total number of issued shares at the date immediately before and after such consolidation or subdivision shall be the same; and

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## NOTICE OF 2026 AGM

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(d) for the purposes of this resolution:

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

- (i) the conclusion of the next AGM of the Company;
- (ii) the expiration of the period within which the next AGM of the Company is required by the articles of association of the Company or any applicable law to be held; or
- (iii) the revocation or variation of this resolution by an ordinary resolution of the shareholders of the Company in general meeting; and

“**Rights Issue**” means an offer of shares open for a period fixed by the Directors to the holders of shares of the Company or any class of shares of the Company thereof on the register on a fixed record date in proportion to their then holdings of such shares or any class thereof as at that date (subject to such exclusion or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in any territory outside Hong Kong).”

10. To consider as ordinary business and, if thought fit, pass the following resolution as ordinary resolution:

“**THAT:**

- (a) subject to paragraph (c) below, the exercise by the Directors during the Relevant Period (as defined below) of all powers of the Company to purchase its own shares on The Stock Exchange of Hong Kong Limited or on any other stock exchange recognised by the Securities and Futures Commission of Hong Kong and The Stock Exchange of Hong Kong Limited, and that the exercise by the Directors of all the powers of the Company to purchase such shares, subject to and in accordance with all applicable laws or requirements, be and is hereby generally and unconditionally approved;
- (b) in addition, the approval in paragraph (a) above shall authorise the directors on behalf of the Company during the Relevant Period to procure the Company to purchase its shares at a price determined by the Directors;

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## NOTICE OF 2026 AGM

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(c) the aggregate number of shares that may be purchased or agreed conditionally or unconditionally to be purchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period shall not exceed 10 per cent. of the aggregate number of issued shares of the Company as at the date of passing this resolution (excluding treasury shares, if any), and the authority pursuant to paragraph (a) above shall be limited accordingly; and if any subsequent consolidation or subdivision of shares is conducted, the maximum number of shares that may be repurchased under the mandate in paragraph (a) above as percentage of the total number of issued shares at the date immediately before and after such consolidation or subdivision shall be the same; and

(d) for the purposes of this resolution:

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

- (i) the conclusion of the next AGM of the Company;
- (ii) the expiration of the period within which the next AGM of the Company is required by the articles of association of the Company or any applicable law to be held; or
- (iii) the revocation or variation of this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”

11. To consider as ordinary business and, if thought fit, pass the following resolution as ordinary resolution:

“**THAT** conditional upon the passing of Resolutions nos. 9 and 10 as set out in the notice convening the meeting of which this resolution forms part, the aggregate number of shares of the Company which are purchased by the Company pursuant to and in accordance with the said Resolution no. 10 shall be added to the aggregate number of shares that may be allotted or agreed conditionally or unconditionally to be allotted by the Directors (including any sale or transfer of treasury shares in the capital of the Company) pursuant to and in accordance with Resolution no. 9 as set out in the notice convening the meeting of which this resolution forms part.”

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### SPECIAL RESOLUTION

12. To consider and, if thought fit, pass the following resolution as a special resolution:

“**THAT** the memorandum and articles of association of the Company be amended in the manner as set out in the circular of the Company dated 24 April 2026 (the “**Circular**”) and the amended and restated memorandum and articles of association of the Company in the form of the document marked “A” and produced to the Annual General Meeting and for the purpose of identification initialed by the chairman of the Annual General Meeting, which consolidates all the proposed amendments mentioned in the Circular, be approved and adopted as the amended and restated memorandum and articles of association of the Company in substitution for and to the exclusion of the existing memorandum and articles of association of the Company with immediate effect after the close of the Annual General Meeting and that the Directors be and are hereby authorised to do all things necessary to implement the adoption of the amended and restated memorandum and articles of association of the Company.”

By Order of the Board  
**TK Group (Holdings) Limited**  
**Li Pui Leung**  
*Chairman*

Hong Kong, 24 April 2026

*Notes:*

1. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of any officer, attorney or other person duly authorised to sign the same.
2. Any member entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and, in the event of a poll, vote in his/her stead. A proxy need not be a member of the Company. For the avoidance of doubt and for the purposes of the Listing Rules, holders of Treasury Shares (if any) shall abstain from voting at the AGM.
3. In order to be valid, the form of proxy must be lodged at the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong together with a power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, not less than 48 hours before the time for holding the meeting or any adjourned meeting.
4. Completion and return of the form of proxy will not preclude members from attending and voting in person at the meeting or at any adjourned meeting (as the case may be) should they so wish, and in such event, the form of proxy shall be deemed to be revoked.
5. Where there are joint holders of any shares in the Company, any one of such joint holders may vote, either in person or by proxy, in respect of such shares as if he/she were solely entitled thereto, but if more than one of such joint holders are present at the meeting, the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.

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## NOTICE OF 2026 AGM

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6. For determining the entitlement to attend and vote at the AGM to be held on 21 May 2026, the register of members of the Company will be closed from 18 May 2026 to 21 May 2026, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the AGM, unregistered holders of shares of the Company should ensure that all share transfer documents, accompanied by the relevant share certificates, are lodged with the Branch Share Registrar, Tricor Investor Services Limited (at its address shown in Note 3 above) for registration not later than 4:30 p.m. on 15 May 2026.
7. For determining the entitlement to the proposed final dividend and special dividend upon passing of resolution no. 2 set out in this notice, the register of members of the Company will be closed from 28 May 2026 to 29 May 2026, both dates inclusive, during which period no transfer of shares will be registered. In order to be qualified for the proposed final dividend and special dividend, unregistered holders of shares of the Company should ensure that all share transfer documents, accompanied by the relevant share certificates, are lodged with the Branch Share Registrar (at its address shown in Note 3 above) for registration not later than 4:30 p.m. on 27 May 2026.

*As at the date of this notice, the executive Directors are Mr. Li Pui Leung, Mr. Lu Gong Shan, Mr. Yung Kin Cheung Michael, Mr. Lee Leung Yiu and Mr. Cheung Fong Wa; the independent non-executive Directors are Dr. Chung Chi Ping Roy, Ms. Christine Wan Chong Leung and Mr. Tsang Wah Kwong.*