

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 Chaoda Modern Agriculture (Holdings) Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or other transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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CHAODA MODERN AGRICULTURE (HOLDINGS) LIMITED

超大現代農業(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

**ADOPTION OF NEW SHARE OPTION SCHEME,
TERMINATION OF EXISTING SHARE OPTION SCHEME,
ADOPTION OF CORPORATE CHINESE NAME
AND
PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION**

A letter from the board of directors of Chaoda Modern Agriculture (Holdings) Limited is set out on pages 5 to 9 of this circular.

A notice convening the extraordinary general meeting of Chaoda Modern Agriculture (Holdings) Limited to be held at Room 2705, 27th Floor, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong on Wednesday, 19 June, 2002 at 11:30 a.m., is set out on pages 20 to 27 of this circular.

Whether or not you intend to attend the said meeting, you are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for holding the extraordinary general meeting or any adjournment thereof. Completion and return of the form of proxy shall not preclude you from attending and voting at the said meeting or any adjourned meeting should you so desire.

* for identification purpose only

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DEFINITIONS

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

“Adoption Date”	the date on which the New Scheme is adopted by Shareholders at the Extraordinary General Meeting;
“associates”	shall, in relation to a Participant, have the meaning ascribed to that term under rule 1.01 of the Listing Rules in relation to any director, chief executive or substantial shareholder of the Company or its subsidiaries;
“Articles of Association”	the articles of association of the Company;
“Board”	the board of Directors or a duly authorised committee of the board of Directors;
“business day”	a day upon which the Stock Exchange is open for securities trading;
“Company”	Chaoda Modern Agriculture (Holdings) Limited, a company incorporated in the Cayman Islands with limited liability, the securities of which are listed on the Stock Exchange;
“Companies Ordinance”	the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);
“connected person”	has the meaning ascribed to it under rule 1.01 of the Listing Rules;
“control”	<p>the power of a person to secure:</p> <ul style="list-style-type: none">(i) by means of the holding of shares or other securities or the possession of voting power in or in relation to the relevant body corporate or any other body corporate; or(ii) by means of controlling the composition of a majority of the board of directors of the relevant body corporate or any other body corporate; or(iii) by virtue of any powers conferred by the bye-laws, articles of association or other constitutional document regulating the relevant body corporate or any other body corporate, <p>that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of such person;</p>

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“Controlling Shareholder”	any person who has the power, directly or indirectly, to secure: <ul style="list-style-type: none">(i) by means of the holding of shares entitling him to exercise or control the exercise of 30% (or such other amount as may from time to time be specified in the Code on Takeovers and Mergers (approved by the Securities and Futures Commission as amended from time to time) as being the level for triggering a mandatory general offer) or more of the voting power at general meetings of the Company, or(ii) by means of controlling the composition of a majority of the Board, or(iii) by virtue of any powers conferred by the constitutional document of the Company or any other corporation, that the affairs of the Company are conducted in accordance with the wishes of such person;
“Directors”	the directors of the Company;
“Existing Scheme”	the existing share option scheme of the Company adopted on 23 November, 2000;
“Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held on Wednesday, 19 June, 2002 at 11:30 a.m., notice of which is set out on pages 20 to 27 of this circular;
“Group”	the Company and any entity in which the Company, directly or indirectly, holds any equity interest;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Latest Practicable Date”	25 May, 2002, being the latest practicable date prior to the printing of this circular for ascertaining certain information for inclusion in this circular;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“New Scheme”	the new share option scheme of the Company to be proposed for adoption by the Company at the Extraordinary General Meeting, a summary of the principal terms of which is set out in the Appendix on pages 10 to 19 of this circular;

DEFINITIONS

“Participant”	<p>means:</p> <p>(i) (a) any director (whether executive or non-executive, including any independent non-executive director) or employee (whether full time or part time) of, or</p> <p>(b) any individual for the time being seconded to work for,</p> <p>any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder (a “Category A Participant”); or</p> <p>(ii) any holder of any securities issued by any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder (a “Category B Participant”); or</p> <p>(iii) (a) any business or joint venture partner, contractor or agent of,</p> <p>(b) any person or entity that provides research, development or other technological support or any advisory, consultancy, professional services to,</p> <p>(c) any supplier, producer or licensor of any goods or services to,</p> <p>(d) any customer, licensee or distributor of any goods or services of, or</p> <p>(e) any landlord or tenant of,</p> <p>any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder (a “Category C Participant”);</p> <p>and, for the purposes of the New Scheme, shall include any company controlled by one or more persons belonging to any of the above classes of participants;</p>
“Scheme Period”	<p>the period commencing on the Adoption Date and expiring at the close of business on the day immediately preceding the tenth anniversary thereof;</p>
“Shareholders”	<p>holders of Shares;</p>
“Share(s)”	<p>ordinary shares of HK\$0.10 each in the share capital of the Company;</p>
“Stock Exchange”	<p>The Stock Exchange of Hong Kong Limited;</p>

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“substantial shareholder”	has the meaning ascribed to it under rule 1.01 of the Listing Rules; and
“HK\$” and “\$”	Hong Kong dollars, the lawful currency of Hong Kong.



CHAODA MODERN AGRICULTURE (HOLDINGS) LIMITED

超大現代農業(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

Executive Directors:

Kwok Ho (*Chairman*)

Ip Chi Ming

Chiu Na Lai

Lee Yan

Independent Non-Executive Directors:

Wong Kong Chi

Lin Shunquan

Registered office:

P.O. Box 309, Ugland House

South Church Street

George Town, Grand Cayman

Cayman Islands

British West Indies

Principal Office in Hong Kong:

Room 2705, 27th Floor

China Resources Building

26 Harbour Road

Wanchai, Hong Kong

28 May, 2002

To the Shareholders:

Dear Sir or Madam,

**ADOPTION OF NEW SHARE OPTION SCHEME,
TERMINATION OF EXISTING SHARE OPTION SCHEME,
ADOPTION OF CORPORATE CHINESE NAME
AND**

PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

INTRODUCTION

The purpose of this circular is to provide you with information to enable you to make a decision on whether to vote for or against the resolutions to be proposed at the Extraordinary General Meeting which has been convened for the approval of (i) the adoption of the New Scheme and the termination of the Existing Scheme; (ii) the adoption of a corporate Chinese name; and (iii) certain amendments to the Articles of Association.

ADOPTION OF NEW SHARE OPTION SCHEME

The Board noted that an announcement was issued by the Stock Exchange on 23 August, 2001 to introduce certain amendments to Chapter 17 (Equity Securities — Share Schemes) of the Listing Rules and that such amendments became effective on 1 September, 2001.

* *for identification purpose only*

LETTER FROM THE BOARD

According to such amendments, no further option can be granted under the Existing Scheme from 1 September, 2001 which does not comply with the amended rules in the Listing Rules governing share schemes. In compliance with the amended Chapter 17 of the Listing Rules, the Board proposed that the New Scheme be adopted and the Existing Scheme be terminated subject to the approval of the Shareholders.

Existing Scheme

The Existing Scheme was adopted and approved by the Shareholders on 23 November, 2000. No option has been granted under the Existing Scheme as at the Latest Practicable Date. Immediately upon adoption of the New Scheme, the Board will terminate the Existing Scheme and no further options under the Existing Scheme will be granted.

New Scheme

A summary of the principal terms of the proposed New Scheme is set out in the Appendix to this circular.

The purpose of the New Scheme is to enable the Board to grant options to selected Participants as incentives or rewards for their contribution or potential contribution to the Group. The Board considers that it is in line with modern management style and commercial practice that appropriate Participants determined by the Board from time to time on the basis of their contribution or potential contribution to the development and growth of the Group, should be given incentives in the form of options to subscribe for Shares.

The terms of the New Scheme provide that in granting options under the New Scheme, the Board is entitled to determine whether there is any minimum holding period, and whether there is any performance target which must be achieved, before an option granted under the New Scheme can be exercised. The Board will also determine the option price per Share payable on the exercise of an option according to the terms of the New Scheme. Subject to the New Scheme becoming effective, the Board intends to exercise its powers under the New Scheme during the Scheme Period with the objective of serving the purposes of the New Scheme as stated above.

Under the New Scheme, conditional upon the occurrence of the events mentioned in the paragraph headed “Conditions” below, the Board will be authorised to grant options to selected Participants to subscribe for Shares under the New Scheme and to allot and issue Shares pursuant to the exercise of any outstanding options which may be granted under the New Scheme. Upon adoption of the New Scheme by the Shareholders at the Extraordinary General Meeting, and subject to the fulfillment of the condition set out in paragraph (b) in the section below headed “Conditions”, the Existing Scheme will be terminated and the New Scheme will become operative for the Scheme Period.

The Board considers that it is not appropriate to state the value of all options that can be granted under the New Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the option value have not been determined. Such variables include the exercise price, exercise period, lock up period (if any), performance targets set

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(if any) and other relevant variables. It is difficult to ascertain with accuracy the exercise price of the Shares given that the Share price may fluctuate during the 10-year life span of the New Scheme. The Board believes that any calculation of the value of any option which might have been granted on the Latest Practicable Date would be based on a number of speculative assumptions and would therefore not be meaningful but would be misleading to the Shareholders.

Subject to the obtaining of Shareholders' approval with respect to the adoption of the New Scheme, the total number of Shares which may be issued upon exercise of all options which may be granted under the New Scheme and any other share option schemes of the Company (excluding, for this purpose, those Shares issuable upon exercise of all options which will in the meantime have been granted but which have lapsed in accordance with the terms of the New Scheme and any other share option schemes of the Company) must not in aggregate exceed 10% of the Shares in issue at the date of approval of the New Scheme.

Assuming no Shares will be issued or repurchased prior to the date of the Extraordinary General Meeting on which the New Scheme is expected to be adopted by the Shareholders, the total number of Shares in issue as at the date of the Extraordinary General Meeting will be 1,920,000,000. Subject to the New Scheme becoming effective, assuming that no further options will be granted under the Existing Scheme and no options will be proposed to be granted under the New Scheme prior to the date of the Extraordinary General Meeting, the Company may grant options under the New Scheme and any other share option schemes of the Company in respect of which up to 192,000,000 Shares may be issued.

A copy of the proposed New Scheme will be available for inspection at the principal place of business of the Company in Hong Kong at Room 2705, 27th Floor, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong, during normal business hours on any weekday (except public holidays) from 28 May, 2002 up to and including 19 June, 2002 and will also be available for inspection at the Extraordinary General Meeting.

Conditions

The New Scheme will become effective for a 10-year period ending at the close of business on the date immediately preceding the tenth anniversary of the date of the Extraordinary General Meeting subject to:

- (a) the passing by the Shareholders of an ordinary resolution at the Extraordinary General Meeting to approve the adoption of the New Scheme; and
- (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, 10% of the Shares in issue at the date of approval of the New Scheme, which are issued pursuant to the exercise of options granted under the New Scheme.

Present Status of the New Scheme

Application has been made to the Listing Committee of the Stock Exchange for the grant of the listing of, and permission to deal in, 10% of the Shares in issue at the date of approval of the New Scheme, which are to be issued pursuant to the exercise of options granted under the New Scheme.

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As at the Latest Practicable Date no option has been granted or agreed to be granted under the New Scheme.

ADOPTION OF CORPORATE CHINESE NAME

The Board noted that the Companies Registry of Hong Kong issued an external circular no. 1/2001 on 22 June, 2001 in respect of the registration of company names of oversea companies under Part XI of the Companies Ordinance. With effect from 3 July, 2001, an oversea company who wishes to register a corporate Chinese name under Part XI of the Companies Ordinance, notwithstanding that such corporate Chinese name does not appear on the certificate of incorporation of such oversea company issued in its place of incorporation may submit an application to the Companies Registry of Hong Kong for the registration of a corporate Chinese name. The corporate Chinese name “**超大現代農業(控股)有限公司**” has been used by the Company as its trade name since the listing of the Company’s shares in Hong Kong in 2000, and has established goodwill associated with agricultural produce and livestock businesses.

It is proposed that the name “**超大現代農業(控股)有限公司**” be formally adopted and registered as the corporate Chinese name of the Company in Hong Kong under Part XI of the Companies Ordinance. The proposed adoption and registration of the corporate Chinese name will not affect the rights of Shareholders. Existing share certificates bearing both the English and Chinese names of the Company shall continue to be evidence of title of the Shares and be accepted for trading and settlement purposes. Therefore, there would not be any arrangement for the Company to issue new share certificate in exchange for any existing share certificate following the completion of the proposed adoption and registration of the corporate Chinese name of the Company. The Company will make further announcement relating to the adoption of corporate Chinese name after such adoption becomes effective.

AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Certain amendments have been made to the Listing Rules as a result of which listed issuers are permitted, to the extent permitted under the applicable laws and regulations and their own constitutional documents and where the listed issuers have made adequate arrangements to ascertain the wish of their shareholders, to send or make available corporate communications (including the distribution of a summary of its financial statements) to their shareholders using electronics means and in either the English or the Chinese language.

To align the Articles of Association with the latest amendments to the Listing Rules, the Board proposes that the Articles of Association be amended to permit the distribution of corporate communications (including the distribution of a summary of its financial statements) to the Shareholders using electronic means and in either the English or the Chinese language.

EXTRAORDINARY GENERAL MEETING

A notice convening the Extraordinary General Meeting for the purpose of considering and, if thought fit, passing the ordinary resolutions to approve the adoption of the New Scheme and the termination of the Existing Scheme, and, passing the special resolutions to approve (i) the adoption

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of a corporate Chinese name, and (ii) the amendments to the Articles of Association is set out on pages 20 to 27 of this circular. A form of proxy for use at the Extraordinary General Meeting is enclosed. You are requested to complete and return the form of proxy to the Company's branch share registrar in Hong Kong, Abacus Share Registrars Limited, at 5th Floor, Wing On Centre, 111 Connaught Road, Central, Hong Kong as soon as possible, but in any event not later than 48 hours before the time appointed for the holding of the Extraordinary General Meeting or any adjournment thereof. The lodging of a form of proxy will not preclude you from attending the Extraordinary General Meeting and voting in person should you so wish.

In accordance with the requirements of the Listing Rules, the Company will publish in the newspapers an announcement on the outcome of the Extraordinary General Meeting in respect of the ordinary resolution relating to the adoption of the New Scheme on the business day following the date of the Extraordinary General Meeting.

RESPONSIBILITY STATEMENT

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

RECOMMENDATION

The Directors believe that the adoption of the New Scheme is in the best interests of the Company and the Shareholders as a whole as it will enable the Company to offer incentives and rewards to appropriate Participants, thereby, increasing their productivity and contribution or potential contribution to the Group. The Directors also believe that the adoption of a corporate Chinese name and the amendments to the Articles of Association are in the best interests of the Company and the Shareholders as a whole.

Accordingly, the Directors recommend you to vote in favour of each of the relevant resolutions to be proposed at the Extraordinary General Meeting.

ADDITIONAL INFORMATION

Your attention is drawn to the summary of the principal terms of the rules of the New Scheme as set out in the Appendix to this circular.

By order of the Board
Kwok Ho
Chairman

The following is a summary of the principal terms of the rules of the New Scheme proposed to be adopted at the Extraordinary General Meeting:

1. Purpose of the New Scheme

The purpose of the New Scheme is to enable the Board to grant options to selected Participants as incentives or rewards for their contribution or potential contribution to the Group.

2. Definition of Participants

The Participants of the New Scheme include:

- (i) (a) any director (whether executive or non-executive, including any independent non-executive director) or employee (whether full time or part time) of, or
 - (b) any individual for the time being seconded to work for,
- any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder; or
- (ii) any holder of any securities issued by any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder; or
- (iii) (a) any business or joint venture partner, contractor or agent of,
 - (b) any person or entity that provides research, development or other technological support or any advisory, consultancy, professional services to,
 - (c) any supplier, producer or licensor of any goods or services to,
 - (d) any customer, licensee or distributor of any goods or services of, or
 - (e) any landlord or tenant of,
- any member of the Group or any Controlling Shareholder or any company controlled by a Controlling Shareholder;

and, for the purposes of the New Scheme, shall include any company controlled by one or more persons belonging to any of the above classes of participants.

3. Who may join and basis of eligibility

The basis of determining the eligibility of any of the Participant to the grant of options shall be determined by the Board from time to time.

The Board may, at its absolute discretion and on such terms as it may think fit, grant options to any Participant to subscribe at a price calculated in accordance with paragraph 4 below for such number of Shares as it may determine in accordance with the terms of the New Scheme.

4. Option price for subscription of Shares

The option price per Share payable on the exercise of an option is to be determined by the Board provided always that it shall be at least the higher of:

- (i) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange for the date of offer of grant (which is deemed to be the date of grant if the offer for the grant of an option is accepted by the Participant), which must be a business day; and
- (ii) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the date of offer of grant,

(as subsequently adjusted pursuant to the terms of the New Scheme, if relevant), provided that the option price per Share shall in no event be less than the nominal amount of one Share.

5. Acceptance of offers

An offer for the grant of options must be accepted within thirty days inclusive of the day on which such offer was made. The amount payable by the grantee of an option to the Company on acceptance of the offer for the grant of an option is HK\$1.00.

6. Maximum number of Shares

- (A) Subject to sub-paragraph (B), (C) and (D) below, the maximum number of Shares issuable upon exercise of all options to be granted under the New Scheme and any other share option schemes of the Company as from the commencement of the Scheme Period (excluding, for this purpose, options which have lapsed in accordance with the terms of the New Scheme or any other share option schemes of the Company) must not in aggregate exceed 10% of the Shares in issue as at the date of the Extraordinary General Meeting (the “**Scheme Mandate**”). The Shares underlying any options granted under the New Scheme or any other share option schemes of the Company which have been cancelled (but not options which have lapsed) will be counted for the purpose of the Scheme Mandate.

- (B) The Scheme Mandate may be refreshed at any time by obtaining approval of the Shareholders in general meeting provided that the new limit under the refreshed Scheme Mandate must not exceed 10% of the Shares in issue at the date of the Shareholders' approval of such refreshed Scheme Mandate. Options previously granted under the New Scheme or any other share option schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with the terms of the New Scheme or any other share option schemes of the Company) will not be counted for the purpose of calculating the total number of Shares subject to the refreshed Scheme Mandate.
- (C) The Company may also, by obtaining separate approval of the Shareholders in general meeting, grant options beyond the Scheme Mandate provided the options in excess of the Scheme Mandate are granted only to Participants specifically identified by the Company before such approval is sought.
- (D) The aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the New Scheme and any other share option schemes of the Company must not exceed 30% of the Shares in issue from time to time. No option may be granted under the New Scheme if this will result in the limit being exceeded.

7. Maximum entitlement of each Participant

Subject to paragraph 8, the maximum number of Shares issued and to be issued upon exercise of options granted under the New Scheme and any other share option schemes of the Company to any Participant (including cancelled, exercised and outstanding options), in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue. Any further grant of options in excess of such limit must be separately approved by Shareholders with such Participant and his associates abstaining from voting.

8. Grant of options to certain connected persons

- (A) Any grant of an option to a Director, chief executive or substantial shareholder of the Company (or any of their respective associates) must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the option).
- (B) Where any grant of options to a substantial shareholder of the Company or an independent non-executive Director (or any of their respective associates) will result in the total number of Shares issued and to be issued upon exercise of options already granted and to be granted to such person under the New Scheme and any other share option schemes of the Company (including options exercised, cancelled and outstanding) in any 12-month period up to and including the date of grant:
 - (i) representing in aggregate over 0.1% of the Shares in issue; and

- (ii) having an aggregate value, based on the closing price of the Shares at each date of grant, in excess of HK\$5,000,000,

such further grant of options is required to be approved by Shareholders in general meeting in accordance with the Listing Rules. Any change in the terms of an option granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective associates is also required to be approved by Shareholders.

9. Time of exercise of option

An option may be exercised in accordance with the terms of the New Scheme at any time during a period commencing on such date on or after the date on which the option is granted as the Board may determine in granting the option and expiring at the close of business on such date as the Board may determine in granting the option but in any event shall not exceed ten years from the date of grant (which is the date of offer of grant if the offer for the grant of the option is accepted). Save as determined by the Board and provided in the offer of the grant of the relevant options, there is no general requirement that an option must be held for any minimum period before it can be exercised.

10. Performance targets

Save as determined by the Board and provided in the offer of the grant of the relevant options, there is no performance target requirement under the New Scheme which must be achieved before any of the options can be exercised.

11. Ranking of Shares

If under the terms of a resolution passed or an announcement made by the Company prior to the date of exercise of an option, a dividend is to be or is proposed to be paid, or Shares are to be issued or proposed to be issued by way of the capitalization of profits or reserves or by way of rights under an offer made pro rata, to Shareholders on the register of members of the Company on a date prior to such date of exercise, the Shares to be issued upon such exercise will not rank for such dividend or such Shares. Subject as aforesaid, Shares allotted upon the exercise of an outstanding option will be subject to all the provisions of the Articles of Association for the time being in force and will rank pari passu in all respects with the fully paid Shares in issue on the date of such exercise. Shares allotted upon the exercise of an option for the time being outstanding shall not carry voting rights until completion of the registration of the option holder as the holder thereof.

12. Rights are personal to grantee

An option shall not be transferable or assignable and shall be personal to the Participant who is grantee of the option.

13. Rights of exercise for grantees who were Category A Participants

If a grantee of an option who at the time of grant of an option to him qualified as a Participant because he was a Category A Participant ceases to be such a Category A Participant:

- (i) by reason of ill-health or injury or disability or death, then he or (as the case may be) his personal representative(s) may exercise his outstanding option within six months or up to the expiration of the relevant option period, whichever is earlier, failing which the option will lapse; or
- (ii) because the relevant member of the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder by reason of his employment or engagement with, or secondment to, which he qualified as a Category A Participant at the time the option was granted ceases to be a member of the Group or a Controlling Shareholder or a company controlled by the relevant Controlling Shareholder (as the case may be), then he may exercise his outstanding option within six months or up to the expiration of the relevant option period, whichever is earlier, failing which the option will lapse; or
- (iii) by reason of retirement in accordance with his contract of employment or service, then he may exercise his outstanding option within six months after he so ceases or, if the Board in its absolute discretion determine, within six months following the date of his sixtieth birthday where the retirement takes effect prior to such date, failing which the option will lapse; or
- (iv) by reason of voluntary resignation or dismissal, or upon expiration of his term of directorship (unless immediately renewed upon expiration), or by termination of his employment or service in accordance with the termination provisions of his contract of employment or service by the relevant company otherwise than by reason of redundancy, then his outstanding options shall lapse on the date he so ceases; or
- (v) on the grounds that he has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally or has committed any serious misconduct or has been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the grantee or the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder into disrepute), then his outstanding options shall lapse automatically on the date of his ceasing to be a Participant; or
- (vi) for any other reason, any options exercisable at the date he so ceases may be exercised within three months of the date he so ceases, failing which the option will lapse,

provided always that in each case the Board in its absolute discretion may decide that such options or any part thereof shall not so lapse or determined subject to such conditions or limitations as it may decide.

14. Rights of exercise for grantees who were Category B Participants

If a grantee of an option who at the time of grant of an option to him qualified as a Participant because he was a Category B Participant:

- (i) ceases to be a Category B Participant by reason that such grantee ceases to be a holder of any securities issued by the relevant member of the Group or the relevant Controlling Shareholder or the relevant company controlled by a Controlling Shareholder, then his outstanding option shall lapse on the date he so ceases; or
- (ii) ceases to be a Category B Participant because the relevant member of the Group by reason of his holding of securities in which he qualified as a Category B Participant at the time the option was granted ceases to be a member of the Group, then he may exercise his outstanding option within six months after he so ceases or up to the expiration of the option period, whichever is earlier, failing which the option will lapse; or
- (iii) ceases to be a Category B Participant because the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder by reason of his holding of securities in which he qualified as a Category B Participant at the time the option was granted ceases to be a Controlling Shareholder or a company controlled by the relevant Controlling Shareholder (as the case may be), then his outstanding option shall lapse on the date he so ceases; or
- (iv) (if the grantee is an individual) dies, then his personal representative(s) may exercise his outstanding option within six months after his death or up to the expiration of the option period, whichever is earlier, failing which the option will lapse; or
- (v) has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally or has committed any serious misconduct or has been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the grantee or the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder into disrepute), then his outstanding option shall lapse automatically on the date of the relevant court order, resolution, misconduct or conviction or the effective date of the relevant arrangements or composition (as the case may be),

provided always that in each case the Board in its absolute discretion may decide that such option or any part thereof shall not so lapse or determine subject to such conditions or limitations as it may decide.

15. Rights of exercise for grantees who were Category C Participants

If a grantee of an option who at the time of grant of an option to him qualified as a Participant because he was a Category C Participant:

- (i) has, in the absolute determination of the Board, committed any breach of contract entered into between such Participant and the relevant member of the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder; or
- (ii) has committed any act of bankruptcy or become insolvent or made any arrangements or composition with his creditors generally or committed any serious misconduct or been convicted of any criminal offence (other than an offence which in the opinion of the Board does not bring the grantee or the Group or the relevant Controlling Shareholder or the relevant company controlled by the relevant Controlling Shareholder into disrepute);

then his outstanding options shall lapse and determine automatically on the date of the Board's determination referred to in (i) above or, as the case may be, the date of the relevant court order, resolution, misconduct or conviction or the effective date of the relevant arrangements or composition (as the case may be) for the relevant event referred to in (ii) above; or

- (iii) if the grantee (if he is an individual) dies, then his personal representative(s) may exercise his outstanding option within six months after his death or up to the expiration of the option period, whichever is earlier, failing which the option will lapse,

provided always that in each case the Board in its absolute discretion may decide that such options or any part thereof shall not so lapse or determined subject to such conditions or limitations as it may decide.

16. Rights on exercise for grantees which were companies controlled by any of the Participants

In respect of any option granted to a company which qualified as a Participant because it was a company controlled by a person ("**Such Person**") who was a Category A Participant or Category B Participant or Category C Participant:

- (i) the relevant provisions set out in paragraph 13, 14, or 15 (as the case may be) would apply to its outstanding option as if the option had been granted to Such Person; and
- (ii) its outstanding option shall lapse on the date it ceases to be a company controlled by Such Person,

provided always that in each case the Board in its absolute discretion may decide that such options or any part thereof shall not so lapse or determine subject to such conditions or limitations as it may decide.

17. Failure to meet continuing eligibility criteria

If the Board in the offer granting the relevant option has specified that the grantee has to meet certain continuing eligibility criteria and that the failure of the grantee to meet any such continuing eligibility criterion would entitle the Company to cancel the option then outstanding (or part thereof), then upon the failure of the grantee to meet any such continuing eligibility criterion, his outstanding option shall lapse and determine on the date the Board exercises the Company's right to cancel the option on the ground of such failure.

18. Rights on a general offer

If a general offer by way of takeover is made to all the Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the grantee of an option shall, subject to paragraph 9 above, be entitled to exercise at any time within a period of fourteen days after such control has been obtained by the offeror any option in whole or in part to the extent not already exercised (and notwithstanding any restrictions which would otherwise have prevented such option from being exercisable at that time). For the avoidance of doubt, an option not so exercised shall remain valid in accordance with its terms and subject to such restrictions as applied to it before the general offer.

19. Rights on winding-up

If notice is given by the Company to Shareholders of a general meeting at which a resolution will be proposed for the voluntary winding-up of the Company, the Company shall forthwith give notice to all grantees of options and each grantee shall be entitled, at any time no later than two business days prior to the proposed general meeting of the Company to exercise any of his outstanding options in whole or in part to the extent not already exercised (and notwithstanding any restrictions which would otherwise have prevented such option from being exercisable at that time). If such resolution is duly passed, all options shall, to the extent that they have not been exercised, thereupon lapse and determine on the commencement of the winding-up.

20. Rights on compromise or arrangement

In the event of a compromise or arrangement between the Company and Shareholders or the Company's creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company pursuant to the Companies Law, Cap 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, notice of the relevant meeting shall be given to the grantees of options on the same day notice is given to the Shareholders and the Company's creditors, and thereupon each grantee (or where permitted his personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the

earlier of the date falling two calendar months thereafter and the date on which such compromise or arrangement is sanctioned by the Grand Court of the Cayman Islands be entitled to exercise his option, but such exercise of an option shall be conditional upon such compromise or arrangement being sanctioned by the Grand Court of the Cayman Islands and becoming effective. Failing such exercise, all options will lapse.

21. Lapse of options

An option shall lapse automatically on the earliest of:

- (i) the expiry of the period referred to in paragraph 9 above;
- (ii) the date on which the grantee commits a breach of paragraph 12 above, if the Board shall exercise the Company's right to cancel the option;
- (iii) the expiry of the relevant period or the occurrence of the relevant event referred to in paragraph 13, 14, 15, 16 or 17 above; and
- (iv) the expiry of any of the relevant periods referred to in paragraph 19 or 20 above.

22. Cancellation of options granted but not yet exercised

Following the cancellation of any options granted under the New Scheme but not exercised, new options may only be granted to the same grantee under the New Scheme with available unissued options (excluding the cancelled options) within the limit of the Scheme Mandate then available to the Board.

23. Effects of alterations to capital

In the event of any reduction of share capital, sub-division or consolidation of shares of the Company or any capitalisation issue or rights issue, the number of Shares comprised in each option and/or the option price may be adjusted in such manner as the Board (having, except in the case of an issue of Shares by way of the capitalisation of profits or reserves, received a statement in writing from the auditors of the Company or an independent financial adviser appointed for such purpose that in their opinion the adjustments proposed are fair and reasonable) may deem appropriate, provided always that (in the case of adjustment to the number of Shares comprised in each outstanding option) the grantee shall have the same proportion of the equity capital of the Company as that to which he was entitled before such adjustments, and that no such adjustments shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of Shares as consideration in a transaction will not be regarded as a circumstance requiring adjustment.

24. Period of the New Scheme

The New Scheme will remain in force for a period of ten years commencing on the Adoption Date and shall expire at the close of business on the day immediately preceding the tenth anniversary thereof unless terminated earlier by Shareholders in general meeting.

25. Alteration to the New Scheme

- (A) The Board may from time to time in its absolute discretion waive or amend such of the Rules as it deems desirable, provided that, no amendment shall be made to the terms and conditions of the New Scheme which varies the definition of Participants, or alters to the advantage of the grantees of the options relating to matters governed by rule 17.03 of the Listing Rules except with the prior approval of the Shareholders in general meeting.
- (B) Any amendment to any terms of the New Scheme which are of a material nature or any change to the options granted must be approved by Shareholders in general meeting except where the alterations take effect automatically under the existing terms of the New Scheme.
- (C) Any change to the authority of the Board in relation to any alteration to the terms of the New Scheme must be approved by Shareholders in general meeting.
- (D) Any amendment to any terms of the New Scheme or the options granted shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

26. Termination of the New Scheme

The Company may, with the approval in general meeting of the Shareholders, terminate the New Scheme at any time following which no further grant of options shall be offered but in all other respects the rules of the New Scheme shall continue in full force and effect. Any outstanding options granted prior to such termination, under the New Scheme shall continue to be valid and exercisable in accordance with the rules of the New Scheme.

27. Conditions of the New Scheme

The New Scheme is conditional on (1) the passing by the Shareholders of an ordinary resolution at the Extraordinary General Meeting to approve the adoption of the New Scheme; and (2) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, 10% of the Shares in issue at the date of approval of the New Scheme, which are to be issued pursuant to the exercise of any options which may be granted under the New Scheme.



CHAODA MODERN AGRICULTURE (HOLDINGS) LIMITED

超大現代農業(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Chaoda Modern Agriculture (Holdings) Limited (the “Company”) will be held at Room 2705, 27th Floor, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong on Wednesday, 19 June, 2002 at 11:30 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. **“THAT**, subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) granting the listing of, and permission to deal in, 10% of the shares of the Company in issue at the date of approval of this resolution, which are to be issued pursuant to the exercise of any such options granted under the new share option scheme of the Company (the “Scheme”), the rules of which are contained in the document marked “A” produced to the meeting and for the purposes of identification signed by the Chairman hereof, the Scheme be and is hereby approved and adopted and the board of directors of the Company be and is hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Scheme including, but without limitation:
 - (1) to administer the Scheme under which options may be granted to Participants (as defined in the Scheme) to subscribe for shares in the share capital of the Company;
 - (2) to modify and/or amend the Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Scheme relating to modification and/or amendment;
 - (3) to make application at the appropriate time or times to the Stock Exchange, and any other stock exchanges upon which the issued shares of the Company may for the time being be listed, for the listing of, and permission to deal in, any shares of the Company which may hereafter from time to time be issued and allotted pursuant to the exercise of any options granted under the Scheme; and

* *for identification purpose only*

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(4) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Scheme,

and accordingly, **THAT** the existing share option scheme of the Company adopted on 23 November, 2000 is hereby terminated with effect from the close of this meeting (without prejudice to the rights and benefits of, and attached to, any such options as may have been granted thereunder which are outstanding).”

SPECIAL RESOLUTIONS

2. **“THAT**, subject to the approval of the Registrar of Companies in Hong Kong, “**超大現代農業(控股)有限公司**” be adopted as the Company’s corporate Chinese name for the purpose of the Company’s registration in Hong Kong.”

3. **“THAT** the articles of association of the Company (the “Articles”) be amended as follows:

(A) By inserting the following definition immediately before the definition of “these Articles” in Article 2:

““address” shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Articles;”

(B) By deleting the existing definition of “the Company” in Article 2 and substituting therefor the following new definition:

““the Company” or “this Company” shall mean Chaoda Modern Agriculture (Holdings) Limited, the Chinese translation of which is “**超大現代農業(控股)有限公司**;”

(C) By inserting the following definition immediately after the definition of “the Company” in Article 2:

““the Company’s website” shall mean the website of the Company, the address or domain name of which has been notified to members at the time the Company seeks the relevant member’s consent for the purpose of Article 167(a) (vi);”

(D) By inserting the following definition immediately after the definition of “dollars/HK\$” in Article 2:

““electronic” shall have the meaning given to it in The Electronic Transactions Law 2000 of the Cayman Islands as may be amended from time to time;”

(E) By deleting the existing definition of “writing/printing” in Article 2 and substituting therefor the following new definition:

““writing” or “printing” shall, unless the contrary intention appears, be construed as including writing, printing, lithography, photography, typewriting and every other mode of

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representing words or figures in a visible form, and for the avoidance of doubt, shall include facsimile transmission message, and, if the Board shall in its absolute discretion determine in accordance with these Articles, the Law and all applicable rules and regulations for any purpose or purposes under these Articles and subject to such terms and conditions as the Board may determine, electronic record or communication which is accessible in visible form and so as to be useable for subsequent reference;”

(F) By deleting the existing Article 124 and substituting therefor the following new Article:

“124. A Director or the Secretary on request of a Director may, at any time summon a meeting of the Board. Notice thereof shall be given to each Director either in writing or by telephone or by facsimile or by electronic means at the address or telephone, facsimile or electronic address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong.”

(G) By deleting the existing Article 141 and substituting therefor the following new Article:

“141. The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or provident or superannuation funds or (with the sanction of an ordinary resolution) share option schemes for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any participants including those who are or were at any time in the employment or service of, inter alia, the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or those who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company. The Board may also establish and subsidize or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of, inter alia, the Company or of any such other company as aforesaid, and may make payments for or towards the insurance of any participants including those as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.”

(H) By inserting the following paragraphs (c) and (d) after paragraph (b) of the existing Article 163:

“(c) To the extent permitted by and subject to due compliance with these Articles, the Law and all applicable rules and regulations, including, without limitation, the rules of the Exchange, and to obtaining all necessary consents, if any, required thereunder, the

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requirements of Article 163(b) shall be deemed satisfied in relation to any member or any holder of debentures of the Company by sending to such person, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the Law and instead of such copies, a summary financial statement derived from the Company's annual accounts, the Directors' report and the Auditor's report which shall be in the form and containing the information required by these Articles, the Law and all applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company, the Directors' report and the Auditor's report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him within a reasonable time after receipt of such notice, in addition to a summary financial statement, a complete printed copy of the Company's annual financial statement, the Directors' report and the Auditor's report thereon."

"(d) The requirement to send to the person referred to in Article 163(b) the documents referred to in that Article or a summary financial report in accordance with Article 163(c) shall be deemed satisfied where, in accordance with these Articles, the Law and all applicable rules and regulations, including, without limitation, the rules of the Exchange, the Company publishes copies of the documents referred to in Article 163(b) and, if applicable, a summary financial report complying with Article 163(c), on the Company's website or in any other permitted manner (including by sending any form of electronic communication), and that person has previously expressly and positively agreed in writing 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."

(I) By deleting the existing Article 167(a) and substituting therefor the following new Article:

"167. (a) Any notice or document to be given or issued by the Company and/or the Board to any member or any holder of other securities of the Company (including any "corporate communication" within the meaning ascribed thereto under the rules of the Exchange), whether or not to be given or issued under these Articles, shall be in writing and any such notice or document may be served or delivered by the Company on or to any member or any holder of other securities of the Company:

- (i) personally; or
- (ii) by sending it through the post in a prepaid envelope or wrapper 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
- (iii) by advertisement published in the newspapers; or
- (iv) by transmitting it to any facsimile number supplied by such person to the Company for the giving of notices and documents to him; or

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- (v) (subject to obtaining prior express positive confirmation in writing of notice and documents in such manner) by transmitting it to any electronic number or address or website supplied by such person to the Company for the giving of notices and documents to him or which the person transmitting the notice or document reasonably and bona fide believes at the relevant time will result in the notice or document being duly received by the member or the holder of other securities of the Company; or
- (vi) to the extent permitted by the applicable laws, by placing it on the Company's website and serving a notice to a member or the holder of other securities of the Company stating that the notice or other document is available on the Company's website (a "notice of availability"), provided that the Company has received from a member or the holder of other securities of the Company, an express positive confirmation in writing that such person wishes to receive or otherwise have made available to him notices and documents to be given or issued to him by placing it on the Company's website and that the notice of availability may be served on a member or the holder of other securities of the Company by any of the means set out in this Article 167(a).

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders whose name stands first in the register shall for all purposes be deemed a sufficient service on or deliver to all the joint holders. Any such notice or other document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. For the avoidance of doubt, any documents evidencing title to securities (including share certificates) to be given or issued by the Company to a member or the holder of other securities of the Company may only be served by the Company on any member by the means of (i) or (ii) set out above."

(J) By inserting the following new Article 167(c) immediately after the Article 167(b):

"(c) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid envelope or wrapper addressed to the Company or to such officer at the registered office of the Company or the head office of the Company."

(K) By deleting the existing Article 168 and substituting therefor the following new Article:

"168. A member shall be entitled to have notice served on him at any address within Hong Kong. Any member who has not given an express positive confirmation in writing to the Company to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by means of Article 167 (iv),

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(v) or (vi) and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, provided that, without prejudice to the other provisions of these Articles, nothing in this Article 168 shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.”

(L) By deleting the existing Article 169 and substituting therefor the following new Article:

“169. Any notice or other document:

- (i) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or other document was properly prepaid, addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (ii) if sent by electronic communication, shall be deemed to be given by the Company to a member or the holder of other securities of the Company from whom the Company has previously received the express confirmation in writing referred to in paragraph (v) of Article 167 on the day on which the transmission is sent unless a notice of undelivery or notice of similar nature is returned to the person who has effected such transmission by the mail delivery subsystem within six hours from the time when the transmission is sent. A notice or document placed on the Company’s website shall be deemed given by the Company to a member or the holder of other securities of the Company from whom the Company has previously received the express confirmation in writing referred to in paragraph (vi) of Article 167(a) on the day following that on which a notice of availability is deemed served on such person under this Article 169;
- (iii) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch, transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof; and

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(iv) may be given to a member or a holder of other securities of the Company either in the English language or the Chinese language or in both the English language and the Chinese language provided that the Company has received the express confirmation in writing from such person that such person wishes to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company either in the English language or the Chinese language or in both the English language and the Chinese language (as the case may be), subject to due compliance with these Articles, the Law and all applicable rules and regulations.”

(M) By deleting the existing Article 172 and substituting therefor the following new Article:

“172. Any notice or document delivered or sent to any member in pursuance of these Articles, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.””

By order of the Board
Kwok Ho
Chairman

Hong Kong, 28 May, 2002

Notes:

1. A form of proxy for use at the meeting is being despatched to the shareholders of the Company together with a copy of this notice.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his 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 authorised to sign the same.
3. Any shareholder of the Company entitled to attend and vote at the meeting convened by the above notice shall be entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a shareholder of the Company.
4. In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power of attorney or authority, must be deposited at the Company’s branch share registrar in Abacus Share Registrars Limited, at 5th Floor, Wing on Centre, 111 Connaught Road, Central, Hong Kong not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof.

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5. Completion and deposit of the form of proxy will not preclude a shareholder of the Company from attending and voting in person at the meeting convened or any adjourned meeting and in such event, the form of proxy will be deemed to be revoked.

6. Where there are joint holders of any share of the Company, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders are present at the meeting, the most senior shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by the order in which the names stand on the register of members of the Company in respect of the joint holding.