

**ARTICLES OF ASSOCIATION
OF
AVICHINA INDUSTRY & TECHNOLOGY COMPANY LIMITED**

2025

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Chapter One General Provisions

Article 1 AviChina Industry & Technology Company Limited (the “**Company**”) is a company limited by shares established in accordance with the Company Law of the People’s Republic of China (the “**Company Law**”) and other relevant laws and administrative regulations of the PRC.

Following approval by Document Guozihan Number 2 [2003] of the State-owned Assets Supervision and Administration Commission of the State Council, the Company was established by means of promotion, was registered with the State Administration for Industry and Commerce on April 30, 2003.

The promoters of the Company are:

Promoter One: China Aviation Industry Corporation II (Upon the establishment of Aviation Industry Corporation of China, all the equity interests held by China Aviation Industry Corporation II will be held by Aviation Industry Corporation of China)

Promoter Two: China Huarong Asset Management Corporation

Promoter Three: China Cinda Asset Management Co., Ltd

Promoter Four: China Orient Asset Management Corporation

Article 2 Registered name of the Company in Chinese: 中国航空科技工业股份有限公司

Name of the Company in English: AviChina Industry & Technology Company Limited

Article 3 Domicile of the Company: 2nd floor, Building 27, No. 26 Xihuan South Street, Beijing Economic Technological Development Area, Beijing.

Postal Code: 100176

Article 4 The Chairman shall be the legal representative of the Company.

If the Chairman serving as the legal representative resigns, he is deemed to resign as the legal representative at the same time. If the legal representative resigns, the Company shall determine a new legal representative within 30 days from the date of the legal representative’s resignation. If the Company holds a meeting of the Board to elect or change the Chairman by a majority of all directors, the Chairman after the election or change shall be the legal representative of the Company. If the Company changes its legal representative, the application for registration of the change shall be signed by the legal representative after change.

Article 5 The Company is a company limited by shares existing in perpetuity and an independent legal person, governed and protected by laws, administrative regulations and other relevant provisions of the PRC.

Article 6 The Articles of Association shall come into effect after being passed by way of a special resolution at the shareholders' meeting and shall supersede the original Articles of Association filed with the market supervision and administration authority, and shall be legally binding on the Company, shareholders, Directors and senior management staff.

The Articles of Association of the Company shall be a legally binding document that regulates the organization and acts of the Company as well as the rights and obligations between the Company and the shareholders and among shareholders from the date on which they become effective.

Shareholders may sue the Company in accordance with the Articles of Association. The Company may sue shareholders in accordance with the Articles of Association. Shareholders may sue shareholders in accordance with the Articles of Association. Shareholders may sue directors, manager and other senior management staff of the Company in accordance with the Articles of Association.

For the purposes of the above paragraph, the term "sue" shall include the initiation of proceedings in a court or the application of arbitration to an arbitration organization.

Other senior management staff mentioned above shall include vice manager, the person in charge of financial affairs and Secretary to the Board.

Article 7 The Articles of Association shall be binding upon the Company and its shareholders, directors, managers and other senior management staff. All the above persons may make claims related to Company matters in accordance with the Articles of Association.

The Company and its shareholders, Directors, managers and other senior management staff shall all strictly comply with the national laws and regulations and the regulations and rules issued by the relevant regulatory authorities. Where there are other regulations or requirements by the industry authorities on the industry that the Company involves in (including but not limited to confidentiality matters and military matters), the Company shall execute in accordance with such regulations or requirements.

Article 8 The Company may invest in other limited liability companies and companies limited by shares. It shall be liable for such invested companies to the extent of the amount of investment. The Company could not become a shareholder with unlimited liabilities of any other economic organizations.

Article 9 In accordance with provisions under the Constitution of the Communist Party of China, the Company shall establish an organization for the Communist Party

of China, carry out Party activities, establish a working organ for the Party, ensure fully-staffed and competent Party affairs personnel and guarantee working funds for the Party organization.

Chapter Two Purpose and Scope of Business

Article 10 The business purpose of the Company is: To establish and strengthen the corporate management system and operational mechanism adapting to the requirements of the market economy system; to create and improve value for customers relying on technological development and management innovation; to provide development opportunities to staffs, and to build value for shareholders and make contributions to society. Be practical to improve, be innovative to develop, building a strong brand and going out to the world.

Article 11 The business scope of the Company shall be in accordance with the items approved by the authorities that are authorized by the State Council and the market supervision and administration authority.

The business scope of the Company includes: design, research and development, manufacture and sales of the helicopters, regional jets, trainers, general-purpose aircraft, aircraft parts and components, aviation electronic products and other aviation products; design, research and development and manufacture of automobiles, automobile engines, transmissions, and automobile parts and components; sales of automobiles (sedans excluded); leasing of automobiles, aircraft and other electronic machinery; design, development, manufacture and sales of medical package machinery, textile machinery, food processing machinery, other machinery and electronic equipments; installation, debugging, maintenance and other after-sale services of the products stated above; investment, operation management of capital projects; self-management and agency for the import and export business of various products and technologies (except the importing and exporting of products or technologies restricted or forbidden by the State).

Chapter Three Shares, Transfer of Shares and Registered Capital

Article 12 The Company shall have ordinary shares at all times and it may have other classes of shares.

Article 13 All the shares issued by the Company shall have a par value which shall be RMB1.0 for each share.

Article 14 The Company may issue shares to investors inside the PRC and to investors outside the PRC in accordance with the law, and file with the China

Securities Regulatory Commission (“CSRC”) in accordance with regulations.

For the purposes of the preceding paragraph, the term “investors outside the PRC” shall refer to investors from foreign countries or from Hong Kong, Macao or Taiwan that subscribe for shares issued by the Company, and the term “investors inside the PRC” shall refer to investors inside the PRC, excluding the above-mentioned regions, that subscribe for shares issued by the Company.

Article 15 The shares issued by the Company to investors in the PRC and to be subscribed for in Renminbi shall be referred to as “domestic invested shares”. Shares issued by the Company to investors outside the PRC and to be subscribed for in a foreign currency shall be referred to as “foreign invested shares”. Foreign invested shares that are listed overseas shall be referred to as “overseas listed foreign invested shares.” Holders of domestic invested shares and holders of overseas listed foreign invested shares are holders of ordinary shares of the Company and shall have the same rights and obligations.

The above-mentioned foreign currencies are those legal tenders, other than RMB, of other countries or regions that can be used to subscribe shares as recognized by the foreign exchange control authorities of the State.

Overseas listed foreign invested shares that are issued by the Company and listed in Hong Kong are referred to as H Shares. H Shares are those shares listed on the Hong Kong Stock Exchange after approval and denominated in RMB and subscribed for and traded in Hong Kong dollars. The H shares could also be listed on the stock exchanges in the United States in the form of American Depositary Receipt (ADR).

Article 16 Upon approval from the securities regulatory authorities of the State Council, domestic shareholders of the Company may transfer the shares held by them to overseas investors and such shares could be listed and traded on the overseas stock exchanges. Shares transferred and listed on an overseas stock exchange shall comply with the supervision procedures, regulations and requirements of the overseas stock exchange.

No shareholders’ meeting is required to be held for voting on the listing and trading of shares so transferred on such overseas stock exchange.

Article 17 Upon approval from the securities regulatory authorities of the State Council, the domestic invested shares can be converted into overseas listed foreign invested shares, and listed and traded on the overseas stock exchanges. The listing and trading of the transferred shares on the overseas stock exchanges shall comply with the supervision procedures, regulations and requirements of the overseas stock exchange.

No shareholders' meeting is required to be held for voting on converting of domestic invested shares to overseas listed foreign invested shares and listing and trading on the overseas stock exchanges.

Article 18 Having been approved by the securities regulatory authorities of the State Council, the total amount of ordinary shares that the Company issued was 3,116,518,500 shares at the time of its establishment, all of which were subscribed for and held by the promoters, including: 2,981,388,500 shares held by China Aviation Industry Corporation II, representing 95.66% of the Company's total issued ordinary shares at the time of its establishment; 104,620,000 shares held by China Huarong Asset Management Corporation, representing 3.36% of the Company's total issued ordinary shares at the time of its establishment; 15,470,000 shares held by China Cinda Asset Management Co., Ltd, representing 0.50% of the Company's total issued ordinary shares at the time of its establishment; 15,040,000 shares held by China Orient Asset Management Corporation, representing 0.48% of the Company's total issued ordinary shares at the time of its establishment.

Article 19 Upon the approval of the securities regulatory authorities of the State Council, a total number of 1,679,800,500 shares of overseas listed foreign invested shares (including 1,527,090,000 shares issued by the Company, and 152,710,500 existing shares held by State-owned shareholder of the Company sold pursuant to the relevant requirements of the PRC regulations on reduction of State-owned shares), had been issued and sold after the establishment of the Company.

Upon the approval of the securities regulatory authorities of the State Council, the Company issued and sold 305,416,000 shares of overseas listed foreign invested shares on 10 March, 2010, and Aviation Industry Corporation of China sold 29,217,402 existing shares pursuant to the relevant requirements of the PRC regulations on reduction of state-owned shares. The Company issued 183,404,667 domestic shares on 18 January, 2012; the Company issued and allotted 342,000,000 shares of overseas listed foreign invested shares on 2 March, 2012; the Company issued 491,692,669 Domestic Shares in June 2016. 3,609,687,934 domestic shares of the Company were converted into overseas listed foreign invested shares in June 2018; the Company issued and allotted 279,000,000 shares of overseas listed foreign invested shares in December 2018; the Company canceled a total of 34,459,000 repurchased shares of overseas listed foreign invested shares in June and September 2020; the Company issued 1,500,669,406 domestic shares in December 2020; the Company issued 261,552,000 domestic shares in July 2023.

The current shareholding structure of the Company is: the total number of issued ordinary shares of the Company amounts to 7,972,854,242 shares, among which 1,762,191,406 shares are held by shareholders of domestic shares, representing 22.10% of the total number of issued ordinary shares of the Company, and 6,210,662,836 shares are held by shareholders of overseas listed foreign invested

shares, representing 77.90% of the total number of issued ordinary shares of the Company.

Article 20 For the plan to issue overseas listed foreign invested shares and domestic invested shares, the Board may arrange for implementation of such plan by means of separate issues.

Article 21 When the Company issues overseas listed foreign invested shares and domestic invested shares separately within the total number of shares specified in the issue plan, every such issue shall be fully subscribed for each time. Where special circumstances make it impossible for every such issue to be fully subscribed for at one time, the shares may be issued at several stages.

Article 22 The registered capital of the Company is RMB7,972,854,242.

Article 23 The Company may approve capital increase depending on its business and development requirements in accordance with the relevant provisions of the Articles of Association.

The Company may increase its capital by the following methods:

1. offer of new shares to non-specific investors;
2. rights issue to existing shareholders;
3. allotment of new shares to existing shareholders; and
4. other methods permitted by laws and administrative regulations.

The Company's increase of its capital by issuing new shares shall be handled in accordance with the procedures provided for in relevant State laws and administrative regulations after having been approved in accordance with the Articles of Association.

The Company shall complete changes in registration with the market supervision and administration authority and publish an announcement if it increases or decreases its registered capital.

Article 24 The Company's foreign invested shares listed in Hong Kong shall comply with the following provisions:

1. All transfers of foreign invested shares listed in Hong Kong shall adopt written document, in general or common format or in any other formats that are acceptable to the Board; such transfer document can be signed by hand or machine printed without chopping of the Company stamp; and
2. Unless otherwise provided by laws and administrative regulations, shares of the Company may be transferred freely with no lien attached.

Chapter Four Reduction of Capital and Buy-Back of Shares

Article 25 The Company's reduction of its registered capital shall be in accordance with the proportion of shares held by the shareholders, unless otherwise provided by laws or administrative regulations or approved by the shareholders at a shareholders' meeting.

Article 26 When the Company is to reduce its capital, it must prepare a balance sheet and an inventory of assets.

The Company shall notify its creditors within 10 days of adopting the resolution to reduce its registered capital and shall publish a public announcement of the resolution in newspapers or the National Enterprise Credit Information Publicity System within 30 days of the said date. Creditors shall, within 30 days of receiving a written notice or within 45 days of the date of the first public announcement for those who have not received a written notice, be entitled to require the Company to pay its debts in full or to provide a corresponding guarantee for repayment.

The reduced registered capital of the Company may not be less than the statutory minimum.

Article 27 The Company may, in the following circumstances, buy back its own issued and outstanding shares following the adoption of a pertinent resolution in accordance with the procedures provided for in the Articles of Association:

1. reduction of the registered capital of the Company;
2. merger with another company holding shares in the Company;
3. use of shares for employee shareholding plans or equity incentives;
4. shareholders requesting the Company to buy back their shares because they object to a resolution of the shareholders' meeting on a merger or demerger of the Company;
5. use of shares for corporate bonds issued by the Company that can be converted into shares;
6. necessary to safeguard the value of the Company and the rights and interests of shareholders; or
7. other circumstances where laws or administrative regulations so permit.

Article 28 The Company's buy back of the Company's own shares can be carried out by means of public centralized trading or other means recognized by the laws, regulations and the securities regulatory authorities under the State Council.

After the Company has bought back the shares of the Company in accordance with Article 27 of the Articles of Association, in case of item (1), the shares shall be canceled within 10 days from the date of buy-back; in case of items (2) and (4), the shares shall be transferred or canceled within 6 months; and in case of items (3), (5),

and (6), the total number of shares of the Company held by the Company shall not exceed 10% of the total number of shares of the Company in issue, and the shares shall be transferred or canceled within 3 years.

The buy-back of the Company's shares by the Company under the circumstances set forth in Article 27 (1) and (2) shall be resolved by the shareholders' meeting; the buy-back of the Company's shares by the Company under the circumstances set forth in Article 27 (3), (5) and (6) may be resolved by the meeting of the board of directors attended by more than two thirds of the directors in accordance with the Articles of Association of the Company or with the authorization of the shareholders' meeting. Where otherwise provided by laws, administrative regulations, departmental rules and regulations, or by the securities regulatory authorities or stock exchanges where the Company's shares are listed, such provisions shall apply.

Article 29 When the Company is to buy back shares by an agreement outside a stock exchange, prior approval shall be obtained from the shareholders' meeting in accordance with the procedures provided for in the Articles of Association. Upon prior approval by the shareholders' meeting obtained in the same manner, the Company may rescind or change contracts concluded in the manner set forth above or waive any of its rights under such contracts.

For the purposes of the above paragraph, contracts for the buy-back of shares shall include (but not be limited to) agreements whereby buy-back obligations are undertaken and buy-back rights are acquired.

The Company may not assign contracts for the buy-back of its own shares or any of its rights thereunder.

Article 30 After the Company has bought back its shares according to law, it shall cancel the portion of shares concerned within the period prescribed by laws and administrative regulations and shall apply to the market supervision and administration authority for registration of the change in registered capital.

The amount of the Company's registered capital shall be reduced by the total par value of the shares cancelled.

Article 31 Unless the Company has already entered the liquidation stage, it must comply with the following provisions in buying back its issued and outstanding shares:

1. where the Company buys back shares at their par value, the amount thereof shall be deducted from the book balance of distributable profit and/or from the proceeds of a fresh share issue made to buy back the old shares;

2. where the Company buys back shares at a price higher than their par value, the

portion corresponding to their par value shall be deducted from the book balance of distributable profit and/or from the proceeds of a fresh share issue made to buy back the old share; and the portion in excess of the par value shall be handled according to the following methods:

(1) where the shares bought back were issued at their par value, the amount shall be deducted from the book balance of distributable profit;

(2) where the shares bought back were issued at a price higher than their par value, the amount shall be deducted from the book balance of distributable profit and/or the proceeds of a fresh share issue made to buy back the old shares; however, the amount deducted from the proceeds of the fresh share issue may not exceed the total premium obtained at the time of issuance of the old shares nor may it exceed the amount in the Company's premium account (or capital common reserve account) (including the premiums from the fresh share issue) at the time of buy-back.

3. the sums paid by the Company for the purposes set forth below shall be paid out of the Company's distributable profits;

- (1) acquisition of the right to buy back its own shares;
- (2) modification of any contract for buy-back of its own shares;
- (3) release from any of its obligations under any buy-back contract.

4. After the par value of the annulled shares has been deducted from the registered capital of the Company in accordance with relevant regulations, that portion of the amount deducted from the distributable profit and used to buy back shares at par value of the bought back shares shall be included in the Company's premium account (or capital common reserve account).

Chapter Five Financial Assistance for the Purchase of Company Shares

Article 32 The Company or its subsidiaries shall not at any time provide any financial assistance in any form to purchasers or prospective purchasers of the shares in the Company. Purchasers of shares in the Company as referred to above shall include persons that directly or indirectly undertake obligations for the purpose of purchasing shares in the Company.

The Company or its subsidiaries shall not at any time provide any financial assistance in any form to the above obligors in order to reduce or discharge their obligations.

The provisions of this Article shall not apply to the circumstances described in Article 34 of this Chapter.

Article 33 For the purpose of this Chapter, the term “financial assistance” shall include (but not be limited to) the financial assistance in the forms set out below:

1. gift;
2. guarantee (including the undertaking of liability or provision of property by the guarantor in order to secure the performance of the obligation by the obligor), indemnity (not including, however, indemnity arising from the Company’s own fault) and release or waiver of rights;
3. provisions of a loan or conclusion of a contract under which the obligations of the Company are to be fulfilled prior to the obligations of the other party to the contract, or a change in the party to such loan or contract as well as the assignment of rights under such loan or contract; and
4. financial assistance in any other form when the Company is insolvent or has no net assets or when such assistance would lead to a major reduction in the Company’s net assets.

For the purpose of this Chapter, the term “undertake obligations” shall include the undertaking of an obligation by the obligor by concluding a contract or making an arrangement (whether or not such contract or arrangement is enforceable and whether or not such obligation is undertaken by the obligor individually or jointly with any other person) or by changing its financial position in any other way.

Article 34 The acts listed below shall not be regarded as acts prohibited under Article 32 of this Chapter:

1. where the Company provides the relevant financial assistance truthfully for the benefit of the Company and the main purpose of the financial assistance is not to purchase shares in the Company, or the financial assistance is an incidental part of an overall plan of the Company;
2. lawful distribution of the Company’s property in the form of dividends;
3. distribution of dividends in the form of shares;
4. reduction of registered capital, buy-back of shares, shareholding structuring, etc. in accordance with the Articles of Association;
5. provision of a loan by the Company within its scope of business and in the ordinary course of its business (provided that the same does not lead to a reduction in the net assets of the Company or that if the same constitutes a reduction, the financial assistance was paid out of the Company’s distributable profits); and
6. the provision of money by the Company for an employee shareholding scheme (provided that the same does not lead to a reduction in the net assets of the Company or that if the same constitutes a reduction, the financial assistance was paid out of the Company’s distributable profits).

Chapter Six Share Certificates and Register of Shareholders

Article 35 The Company’s shares shall be in registered form.

In addition to the particulars provided for in the Company Law, the share certificates of the Company shall clearly state such other particulars as required to be specified by the stock exchange(s) on which the Company's shares are listed.

The Company's shares can be transferred, or given away as a gift, or inherited and mortgaged in accordance with relevant laws, administrative regulations and the Company's Articles of Association. The transfer or change of ownership of the shares should be registered with the Company's authorized share registrar.

Article 36 The share certificates shall be signed by the Chairman. Where the signatures of other senior management staff of the Company are required by the stock exchange(s) on which the Company's shares are listed, the share certificates shall also be signed by such other senior management staff. The share certificates shall become effective after the Company seal is affixed thereto or printed thereon. The affixing of the Company seal on the share certificates shall be authorized by the Board. The signature of the Chairman or of other senior management staff on the share certificates may be also be in printed form.

In the case of paperless issuance and trading of the Company's shares, regulations of the securities regulatory authorities and stock exchange where the Company's shares are listed shall apply.

Article 37 The Company shall keep a register of shareholders, in which the following particulars shall be recorded:

1. the name, address (domicile), profession or nature of each shareholder;
2. the class and number of shares held by each shareholder;
3. the amount paid or payable for the shares held by each shareholder;
4. the serial numbers of the shares held by each shareholder;
5. the date on which each shareholder is registered as a shareholder; and
6. the date on which each shareholder ceases to be a shareholder.

The register of shareholders shall be ample evidence of the holding of Company shares by a shareholder, unless there is evidence to the contrary.

Article 38 The Company may, pursuant to an understanding or agreement reached between the securities regulatory authorities of the State Council and a securities regulatory organization outside the PRC, keep outside the PRC its register of holders of overseas listed foreign investment shares, and entrust the administration thereof to an agent outside the PRC. The original copy of the register of shareholders of overseas listed foreign invested shares should be kept in Hong Kong.

The Company shall keep at its domicile a duplicate of the register of holders of overseas listed foreign invested shares. The appointed agent outside the PRC shall

ensure that the register of holders of foreign invested shares listed outside the PRC and its duplicate are consistent at all times.

When the original and duplicate of the register of holders of overseas listed foreign invested shares are inconsistent, the original shall prevail.

Article 39 The Company shall keep a complete register of shareholders.

The register of shareholders shall include the following parts:

1. a register kept at the Company's domicile other than those provided for under items 2 and 3 of this paragraph;
2. the register(s) of holders of overseas listed foreign invested shares kept in the place(s) of the stock exchange(s) outside the PRC on which the shares are listed; and
3. registers of shareholders kept in such other places as the Board may decide necessary for listing purposes.

Article 40 The various parts of the register of shareholders shall not overlap one another. The transfer of shares registered in a certain part of the register of shareholders shall not, during the continuance of the registration of such shares, be registered in any other part of the register.

Foreign investment shares listed in Hong Kong for which the subscription monies have been paid in full can be freely transferred in accordance with the Articles of Association. Unless the transfer is carried on in compliance with the following conditions, the Board may refuse to recognize any instrument of transfer without giving any reasons.

- (1) a fee (for each instrument of transfer) of HKD \$2.50 or a higher fee as agreed by the Hong Kong Stock Exchange has been paid to the Company for the registration of any transfer or any other documents relating to or which may affect ownership of the shares;
- (2) the instrument of transfer only involves foreign invested shares listed in Hong Kong;
- (3) the stamp duty chargeable on the instrument of transfer has been paid;
- (4) the relevant share certificate and, upon the reasonable request of the Board, any evidence in relation to the transferor's right to transfer has been submitted;
- (5) if the shares are to be transferred to joint holders, then the maximum number of joint holders shall not exceed four; and
- (6) the relevant shares are not encumbered by any Company lien.

Changes and corrections to each part of the register of shareholders shall be carried out in accordance with the laws of the places where each part is kept.

Article 41 No changes in the shareholders' register due to the transfer of shares may be made within twenty (20) days before the date of a shareholders' meeting or within five (5) days before the record date for the Company's distribution of dividends.

Article 42 When the Company is to convene a shareholders' meeting, distribute dividends, be liquidated or to carry out other acts requiring confirmation of equity interests, the Board shall decide a date for determination of equity interests. Shareholders whose names appear on the register at the end of that day shall be the shareholders of the Company.

Article 43 Any person that challenges the register of shareholders and requires his name to be entered into or removed from the register may apply to a competent People's court for correction of the register.

If the Company refused to register the transfer of shares, the Company shall give both the transferor and the transferee notice of refusal to register such transfer within two months from the date on which the transfer application is officially made.

Article 44 Any shareholder who is registered in the register of shareholders or any person who requests that his name to be entered into the register of shareholders may apply to the Company for issuance of a replacement certificate in respect of such shares (the "relevant shares") if his share certificate (the "original share certificate") is lost.

Applications for the replacement of share certificates from holders of domestic investment shares who have lost their certificates shall be dealt with in accordance with relevant provisions of the Company Law.

Applications for the replacement of share certificates from holders of overseas listed foreign invested shares who have lost their certificates may be dealt with in accordance with the laws, stock exchange regulations and other relevant regulations of the place where the original register of holders of overseas listed foreign invested shares is kept.

Where holders of overseas listed foreign invested shares apply for replacement of their share certificates after losing their certificates, such replacement shall comply with the following requirements:

1. the applicant shall submit the application in the form prescribed by the Company accompanied by a notarial certificate or statutory declaration. The notarial certificate or statutory declaration shall include the applicant's reason for the application, the circumstances and proof of the loss of the share certificate and a declaration that no other person may require registration as a shareholder in respect of

the relevant shares;

2. the Company shall not have received any declaration requesting registration as a shareholder in respect of the shares from any person other than the applicant before it decides to issue a replacement share certificate;

3. if the Company decides to issue a replacement share certificate to the applicant, it shall publish a public announcement of its intention to do so in the newspapers or periodicals designated by the Board; the period of the public announcement shall be 90 days, during which such announcement shall be published repeatedly at least once every 30 days. The newspapers designated by the Board shall be Chinese and English newspapers (each at least one);

4. before publishing the public announcement of its intention to issue a replacement share certificate, the Company shall submit a copy of the announcement to be published to the stock exchange where it is listed and may proceed with publication after having received a reply from the stock exchange confirming that the announcement has been displayed in the stock exchange. The Company shall display the public announcement in the stock exchange for a period of 90 days.

If the application for issuance of a replacement share certificate is made without the consent of the registered holder of the relevant shares, the Company shall mail to such shareholder a photocopy of the public announcement that it intends to publish;

5. at the expiration of the 90-day period provided for in items 3 and 4 hereof, if the Company has not received any objection to the issuance of a replacement share certificate from any person, it may issue a replacement share certificate according to the application of the applicant;

6. when the Company issues a replacement share certificate under this Article, it shall immediately cancel the original share certificate and record such cancellation and the issuance of the replacement share certificate in the register of shareholders; and

7. all expenses of the Company for the cancellation of the original share certificate and the issuance of a replacement share certificate shall be borne by the applicant. The Company shall be entitled to refuse to take any action until the applicant has provided reasonable security.

Article 45 After the Company has issued a replacement share certificate in accordance with the Articles of Association, it shall not delete from the register of shareholders the name of a bona fide purchaser of the replacement share certificate mentioned above or of a shareholder that is subsequently registered as the owner of the shares (provided that he is a bona fide purchaser).

Article 46 The Company shall not be liable for any damages suffered by a person from the cancellation of the original share certificate or the issuance of the replacement share certificate, unless the claimant can prove fraud on the part of the Company.

All joint shareholders of any shares shall be jointly and severally liable for

payment of all amounts payable for such shares. In the case of joint shareholding, if one of the joint shareholders deceased, only the remaining joint shareholders can be accounted for by the Company as owners of the relevant shares, but the Board has the right to request proper death certification from the remaining joint shareholders for the purpose of amending the register of shareholders. With respect to joint shareholders, only the shareholder listed in the first place in the Company's register of shareholders has the right to receive the relevant share certificates, receive the Company's notification and attend and vote at the shareholders' meetings of the Company. Any notification sent to and received by the aforementioned shareholder should be deemed as such notification has been sent to and received by all of the joint holders of the relevant shares.

Chapter Seven Rights and Obligations of Shareholders

Article 47 The Company's shareholders are persons that lawfully hold shares of the Company and whose names are entered in the register of shareholders.

Shareholders shall enjoy rights and have obligations according to the class and number of shares held by them. Holders of shares of the same class shall enjoy equal rights and have equal obligations.

A legal person that is a shareholder of the Company shall have its rights exercised by its legal representative or the proxy of its legal representative or (if the shareholder is a recognized clearing house as defined in the relevant ordinances of Hong Kong laws as amended from time to time (the "**recognized clearing house**") or its proxy) a representative of a recognized clearing house (or its proxy) or their authorized persons.

The Company shall not exercise any of its rights to freeze or otherwise impair any of the rights attached to any of the Company's shares merely because the person or persons who are directly or indirectly interested therein has/have failed to disclose his/her interests to the Company.

Article 48 Holders of ordinary shares of the Company shall enjoy the following rights:

1. collect dividends and other profit distributions on the basis of the number of shares held by them;
2. participate or to appoint proxies to participate in shareholders' meetings and exercise speaking rights and voting rights;
3. supervise and manage the Company's business activities, and raise suggestions or inquiries;
4. transfer share in accordance with laws, administrative regulations and the

Articles of Association;

5. obtain relevant information in accordance with the Articles of Association, which shall include:

(1) obtaining the Articles of Association after payment of a charge to cover costs;

(2) being entitled to browse for free and make a copy after payment of reasonable charges of:

(a) all parts of the register of shareholders; and

(b) the minutes of the shareholders' meeting;

(3) being entitled to browse and make a copy, after payment of reasonable charges, of:

(a) personal information on the directors, managers and other senior management staff of the Company, including:

(a.1) current and previous names and aliases;

(a.2) main address (domicile);

(a.3) nationality;

(a.4) full-time and all other part-time occupations and duties; and

(a.5) identification documents and their numbers.

(b) the status of the Company's share capital; and

(c) reports of the aggregate par value, number of shares, and highest and lowest prices of each class of shares bought back by the Company since the last fiscal year as well as all the expenses paid by the Company therefor;

6. participate in the distribution of the remaining property of the Company according to their shareholding when the Company is terminated or liquidated; and

7. other rights conferred by laws, administrative regulations and the Articles of Association.

Article 49 Holders of ordinary shares of the Company shall have the following obligations:

1. to abide by the Articles of Association;

2. to pay subscription fees on the basis of the shares subscribed for by them and the method of capital injection; and

3. other obligations imposed by laws, administrative regulations and the Articles of Association.

Shareholders shall not bear any liability for further contribution to share capital other than the conditions agreed to by the subscriber of the relevant shares on subscription.

Article 50 In addition to obligations imposed by laws, administrative regulations or the listing rules of the stock exchange(s) on which the shares of the Company are listed, controlling shareholders may not, in the exercise of their shareholders' powers, make decisions prejudicial to the interests of all or part of the shareholders as a result of the exercise of their voting rights on the issues set forth below:

1. relieving a director of the responsibility to act honestly in the best interest of the Company;
2. approving a director (for his own or another person's benefit) of depriving the Company of its property in any way, including (but not limited to) any opportunities that are favorable to the Company; or
3. approving a director (for his own or another person's benefit) to deprive other shareholders of their rights or interests including (but not limited to) rights to distributions and voting rights, unless pursuant to a restructuring of the Company submitted to and adopted by the shareholders' meeting in accordance with the Articles of Association.

Article 51 For the purpose of the preceding Article, the term "controlling shareholder" shall refer to a person that satisfies any of the following conditions:

1. he, acting alone or in concert with others, has the power to elect more than half number of the directors;
2. he, acting alone or in concert with others, has the power to exercise or control the exercise of 30 percent or more of the Company's voting rights;
3. he, acting alone or in concert with others, holds 30 percent or more of the issued and outstanding shares of the Company; or
4. he, acting alone or in concert with others, actually controls the Company in any other manner.

Chapter Eight Shareholders' Meeting

Article 52 The shareholders' meeting is the organ with the authority of the Company and shall exercise its functions and powers according to law.

Article 53 The shareholders' meeting shall exercise the following functions and powers:

1. to determine the business policies and investment plans of the Company;
2. to elect and replace Directors and to decide on matters concerning the remuneration of Directors;
3. to consider and approve reports of the Board;
4. to consider and approve the Company's plans for profit distribution and making up losses;
5. to resolve on the increase or reduction of the registered capital of the Company;
6. to resolve on matters such as the merger, division, dissolution and liquidation of the Company;
7. to resolve on the issuance of Company bonds;

8. to resolve on the employment, dismissal from employment or non-renewal of employment of the accounting firm engaged for the Company's audit services;
12. to amend the Articles of Association;
13. to consider proposals submitted by shareholders holding 1% or more (inclusive) of the shares with voting rights in the Company;
14. other matters that laws, administrative regulations and the Articles of Association require to be resolved by the shareholders' meeting;
15. any other matters that the Listing Rules require to be considered by the shareholders' meeting.

Article 54 Without the prior approval by the shareholders' meeting, the Company may not enter into any contract with any person other than a director, manager or other senior management staff of the Company for the delegation of the whole business management or part of the important business management of the Company to that person.

Article 55 Shareholders' meetings can be classified as annual shareholders' meetings or extraordinary shareholders' meetings. Shareholders' meetings shall be convened by the Board. Annual shareholders' meetings are held once a year within six months after the end of the previous financial year.

The Board shall convene an extraordinary shareholders' meeting within two months of the occurrence of any of the following circumstances:

1. the number of Directors is less than the number stipulated in the Company Law or two-thirds of the number specified in the Articles of Association;
2. the losses of the Company that have not been made up amount to one-third of the total amount of its share capital;
3. shareholder(s) who individually or collectively holding 10 percent, or more of the Company's issued and outstanding shares carrying voting rights request(s) in writing for the convening of an extraordinary shareholders' meeting;
4. the Board deems necessary or the audit and risk management committee so requests; or
5. two or more independent non-executive directors so request.

Article 56 Unless otherwise provided by the relevant laws, regulations and listing rules of the place where the securities of the Company are listed and the articles herein regarding means of shareholders communication, or waived by all shareholders of the Company on the receipt of a written notice, a written notice of a shareholders' meeting shall be given no less than twenty (20) days prior to the annual shareholders' meeting or fifteen (15) days prior to the extraordinary shareholders' meeting, by notifying all of the shareholders who are registered on the register of members of the Company of the matters to be considered at the meeting and the date and the place of the meeting.

The date of the meeting and the date of the notice shall not be included when determining the notification period.

The notice given by the Company by means of an announcement shall be deemed to have been received by all persons concerned once the announcement has been made.

The shareholders' meeting shall have a venue and be held in the form of an on-site meeting. On the premise of ensuring the legitimacy and validity of the shareholders' meeting, the Company may provide other forms and channels for shareholders to attend the shareholders' meeting (including but not limited to through electronic facilities such as the Internet, telephone conferences, and videos) to facilitate shareholders' attendance at the shareholders' meeting and voting by electronic means. Shareholders who participate in the shareholders' meeting through the aforesaid forms shall be deemed to be present.

Article 57 When the Company convenes a shareholders' meeting, shareholders holding 1% or more of the total shares carrying voting rights of the Company separately or jointly shall have the right to submit new proposals in writing, and the Company shall place matters in the proposals within the scope of functions and powers of the shareholders' meeting on the agenda, provided that such proposals shall be proposed and delivered to the Company 10 days prior to the aforesaid meeting.

The proposal submitted by the shareholders shall satisfy the following requirements:

1. the content of the proposal is not in conflict with provisions of the laws and regulations, and is within the business scope of the Company and the functions and powers of shareholders' meeting;
2. the matter is expressly stated and the business to be resolved is specific; and
3. it is to be presented or delivered to the Board in writing.

Article 58 A shareholders' meeting shall not decide on matters that have not been stated in the notice of the meeting.

Article 59 The notice of a shareholders' meeting shall:

1. be made in writing, unless otherwise provided by the relevant laws, regulations and listing rules of the place where the securities of the Company are listed and the articles herein regarding means of shareholders' communications;
2. specify the place, date and time of the meeting;
3. state the matters to be considered at the meeting;
4. state the record date for shareholders who are entitled to attend the shareholders' meeting;

5. provide to the shareholders such information and explanation necessary to make informed decisions on the matters to be considered; this principle includes (but not limited to) where the Company proposes a merger, buy-back of shares, capital restructuring or other reorganizations, specific conditions and contracts (if any) of the transactions to be considered shall be provided, and a conscientious explanation about the causes and results of the same shall also be provided;

6. if any Director, manager and other senior management staff has a material interest in the matter to be considered at the meeting, he or she shall declare the nature and extent of his or her interest; if the effect of the matter to be considered on such director, manager and other senior management staff as a shareholder is different from that on the shareholder of the same class of shares, he or she shall explain such difference;

7. contain the full text of any special resolution to be proposed at the meeting;

8. state expressly in writing that a shareholder entitled to attend and vote at such meeting is entitled to appoint one or more proxies to attend and vote at such meeting on his or her behalf and such proxy need not be a shareholder; and

9. specify the time and place for the serving of the instrument appointing a proxy.

Article 60 Unless otherwise provided by the relevant laws, regulations and listing rules of the place where the securities of the Company are listed and the articles herein regarding means of shareholders' communications, a notice of a shareholders' meeting shall be delivered to each shareholder (whether or not such shareholder is entitled to vote at the meeting) by ways set out in Article 165.

Article 61 In the event that the notice of meeting has not been delivered to any person who has the right to receive such notice, or that such person does not receive such notice, the validity of the meeting thus held or of the resolution passed at such meeting will not be affected merely on that ground.

Article 62 Any shareholder who is entitled to attend and vote at a shareholders' meeting of the Company shall be entitled to appoint one or more other person (whether such other person is a shareholder or not) as his proxies to attend and vote on his behalf, and a proxy so appointed shall be entitled to exercise the following rights pursuant to the authorization of such shareholder:

1. the right to speak at the shareholders' meeting;
2. the right to demand or join in demanding a poll;
3. the right to vote by show of hands or by poll, except that if a shareholder has appointed more than one proxy, such proxies may only exercise their voting rights by poll.

Article 63 The instrument appointing a proxy shall be in writing, which shall be signed under the hand of the appointer or his attorney duly authorized in writing; if the appointer is a legal person, the instrument shall be either under the seal of the

legal person or signed under the hand of a director or attorney duly authorized. Such an instrument shall specify the number of shares the proxy represents. In the case that the shareholder appoints more than one proxies, the instrument shall specify the number of shares each proxy represents.

Article 64 The instrument appointing a proxy to vote shall be delivered to the address of the Company or any other place designated in the notice of the meeting at least 24 hours before the convening of the meeting to which such instrument is relevant, or 24 hours before the designated time for voting. If the instrument is signed by the other person authorized by the appointer, the power of attorney authorizing the signature or other authorization documents shall be notarially certified. Such power of attorney or other authorization documents notarially certified, together with the instrument appointing the proxy shall be placed at the address of the Company or any other place designated in the notice of the meeting.

If a shareholder is a recognized clearing house (or its proxy), it could authorize one or more persons it considers appropriate as its representative at any shareholders' meeting or any creditors' meeting, however, if more than one person are so authorized, the authorization letter should specify the number and class of shares relating to each of the authorized persons. The authorized person can represent a recognized clearing house (or its proxy) to exercise its rights (including speaking rights and voting rights) in the same manner as it is an individual shareholder of the Company.

Article 65 Any form of the instrument appointing a proxy issued to a shareholder by the Board for use to attend and vote at shareholders' meetings of the Company shall enable the shareholder to freely instruct the proxy to vote in favor of or against the resolutions, and instructions shall be given in respect of each matter to be voted on at the meeting. Such instrument appointing a proxy shall indicate that if the shareholder does not give specific instructions, the proxy may vote as he thinks fit.

Article 66 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or loss of capacity of the appointer or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares to which the proxy is relevant, provided that the Company has not received any written notice in respect of such matter before the commencement of the relevant meeting.

Article 67 Resolutions of shareholders' meetings shall be divided into ordinary resolutions and special resolutions.

An ordinary resolution must be passed by more than half (excluding half) of the voting rights represented by the shareholders (including proxies) present at the meeting.

A special resolution must be passed by more than two-thirds of the voting rights represented by the shareholders (including proxies) present at the meeting.

Article 68 A shareholder (including a proxy), when voting at a shareholders' meeting, may exercise such voting rights as are attached to the number of voting shares which he represents. Each share shall have one vote. In the event that according to the provisions of the Listing Rules, shareholders (including proxies) should abstain from voting, or should only vote for or against certain resolutions, any votes in violation of the aforesaid provisions or restrictions shall be invalid.

Article 69 Any vote of shareholders at a shareholders' meeting must be taken by poll, except where the chairman, in good faith, decides to allow a solution which relates only to a procedural or administrative matter to be voted on by a show of hands.

Article 70 A poll demanded on the election of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other matters shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which the poll has been demanded may be proceeded with, pending the taking of the poll. The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

Article 71 On a poll taken at a meeting, a shareholder (including a proxy) entitled to two or more votes need not cast all his votes in favor of or against the relevant resolution.

Article 72 The following matters shall be resolved by way of ordinary resolution at the shareholders' meeting:

1. work reports of the Board;
2. profit distribution plans and plans for making up losses formulated by the Board;
3. removal of members of the Board, their remuneration and method of payment of the remuneration;
4. annual balance sheets and profit statements and other financial statements of the Company;
5. matters other than those which are required by the laws and administrative regulations or by the Articles of Association to be adopted by special resolution.
6. other matters required by the Listing Rules, except for the matters to be adopted by special resolution.

Article 73 The following matters shall be resolved by way of special resolution at the shareholders' meeting:

1. the increase or reduction in the share capital and the issuance of shares of any

class, warrants and other similar securities;

2. the buy-back of shares of the Company;
3. the issuance of corporate bonds;
4. the division, merger, dissolution and liquidation of the Company;
5. the amendments to the Articles of Association;
6. any other matters considered by the shareholders in shareholders' meeting and resolved by way of an ordinary resolution to be of a nature which may have a material impact on the Company and should be adopted by a special resolution; and
7. any other matters that should be adopted by a special resolution in accordance with the Company Law and provisions of the Listing Rules.

Article 74 In the event that shareholders request to convene an extraordinary shareholders' meeting, the following procedures shall be followed:

1. Shareholders that individually or collectively represent more than 10% (including 10%) of the voting shares at the meeting proposed to be convened may sign and submit one or several written requests identical in form and content, urging the Board to convene an extraordinary shareholders' meeting and clarifying the matters to be considered at the meeting. The Board shall, in accordance with the laws and regulations and the Articles of Association, provide written feedback on whether it agrees or disagrees to convene the extra ordinary shareholders' meeting within 10 days after receiving the aforesaid written request. The aforementioned voting shares shall be calculated upon the date when the written request(s) is/are submitted.

2. If the Board agrees to convene an extraordinary shareholders' meeting, it shall issue a notice of convening the shareholders' meeting within 5 days from the date of the Board's resolution, and any changes to the original request contained in the notice shall be agreed by the shareholders concerned. If the Board does not agree to convene the meeting or fails to provide feedback within 10 days upon receipt of the aforesaid written request(s), the shareholder who has submitted the request may submit a written request to the audit and risk management committee to convene such a meeting.

3. If the audit and risk management committee agrees to convene an extraordinary shareholders' meeting, it shall issue a notice of convening the shareholders' meeting within 5 days of receipt of the request, and any changes to the original request contained in the notice shall be agreed by the shareholders concerned. If the audit and risk management committee does not agree to convene an extraordinary shareholders' meeting upon receipt of the foregoing written request or fails to issue a notice of shareholders' meeting within the prescribed period, shareholders holding individually or collectively more than 10 percent of the Company's shares with voting rights for more than 90 consecutive days may convene a meeting on his own and the procedures for such convening shall be, to the extent possible, identical to those used by the Board to convene a shareholders' meeting.

For the avoidance of doubt, on the date of the shareholders' meeting, the aggregate shareholding of the convening shareholders shall not be less than ten percent of the Company's shares with voting rights.

If the shareholders or the audit and risk management committee convene a meeting on their own as a result of the failure of the Board to do the same, all reasonable expenses thus incurred shall be borne by the Company, and shall be deducted from the money payable by the Company to the defaulting directors.

Save as those matters involving commercial secrets that cannot be disclosed in the shareholders' meeting, directors, the general manager and other senior management staff attending or participating in the meeting shall provide response or make explanations for the questions and suggestions raised by the shareholders.

Article 75 The Chairman shall preside over the shareholders' meeting and shall be the chairman of the meeting. In the absence of the Chairman, vice chairman of the Board shall convene and chair the meeting instead. If both the Chairman and the deputy chairman of the Board fail to attend the meeting, the majority of Directors shall jointly elect a Director to chair the meeting. If no chairman of the meeting has been appointed, the chairman of the meeting may be elected by the shareholders attending the meeting, if, for any reason, the shareholders fail to elect the chairman of the meeting, the meeting shall be chaired by the shareholder (including proxy) present with the greatest number of shares carrying voting rights.

Article 76 The chairman of the meeting shall be responsible for determining the adoption of a resolution at the shareholders' meeting. Such a decision shall be final and binding, and shall be announced at the meeting and recorded in the minutes of the meeting.

Article 77 If the chairman of the meeting is suspicious about the voting results of the proposal submitted for resolution, the votes cast on such resolution may be reviewed. If the chairman does not ask for such a review, yet objection exists among shareholders or their proxies attending the meeting, such persons with objection may request the count immediately after the announcement of the results and the chairman of the meeting shall proceed with the count right afterwards.

Article 78 If a vote count is carried out during a shareholders' meeting, the result of the count shall be recorded into the minutes of the meeting.

The minutes of the meeting accompanied by the book of signatures by the shareholders present and the instruments authorizing the proxies shall be kept at the place of residence of the Company. Such minutes, book and instruments mentioned above should not be destroyed within 10 years.

Article 79 In accordance with the regulatory requirements of the place of listing, if the Company is required to convene a meeting of H Shareholders in respect of any material matter, the relevant procedures for the convening and voting at the H Shareholders' meeting shall be implemented in accordance with the relevant provisions of this chapter on shareholders' meetings.

Chapter Nine Board of Directors

Article 80 The Company shall have a Board comprising nine Directors. The Board shall include a Chairman and one or two vice-chairmen. Of these, more than half of the Board members (including half of the Board members) shall be external Directors (refer to Directors who do not hold any positions in the Company), at least one third (inclusive) of the Board members shall be independent non-executive Directors and there shall be not less than three independent non-executive Directors.

Article 81 Directors shall be elected at a shareholders' meeting, for a term of three years each. At the expiry of a director's term of office, the term is renewable upon re-election. The director candidates of the first session of the Board shall be named by the promoters and shall be elected at the Company's establishment meeting. The term of office for each director shall be effective at the date of being elected.

A written notice of the intention to propose a person for election as a director and a notice in writing by that person indicating his acceptance of such proposal are required to be given to the Company seven days before the date of such shareholders' meeting.

The shareholders' meeting, under the precondition of compliance with relevant laws and regulations, may remove any directors whose term of office has not expired by means of ordinary resolution (However, the claim requests that may be filed in accordance with any contract are not affected.).

The Chairman and the vice-chairman shall be elected and removed by more than half of all the members of the Board. The term of office of both the Chairman and the vice-chairman is three years, which is renewable upon re-election.

Directors need not be the Company's shareholders.

Article 82 The Board shall be accountable to the shareholders' meeting and exercise the following functions and powers:

1. to convene shareholders' meetings and to report on its work to the shareholders' meeting;
2. to implement the resolutions of the shareholders' meeting;

3. to decide on the business plans and investment plans of the Company;
4. to determine the annual financial budgets and final accounts of the Company;
5. to formulate the profit distribution plans and plans for making up losses of the Company;
6. to formulate plans for the increase or reduction of the registered capital of the Company and plans for the issue of bonds;
7. to draft plans for the merger, division or dissolution of the Company;
8. to decide on the setup of the Company's internal management structure;
9. to engage or dismiss the Company's general manager, decide on his/her remuneration, and based on the recommendations of the general manager, to engage or dismiss the deputy general manager(s) and the chief financial officer(s) of the Company, decide on their remuneration, authorize the manager to determine investment, financing programs, connected transactions and annual guarantee plans for the Company's subsidiaries, each amount of which shall be within the respective caps as approved by the Board;
10. to formulate the basic management systems of the Company;
11. to formulate proposals for any amendments to the Articles of Association;
12. to decide on the establishment of special committees and the appointment and dismissal of relevant persons in charge;
13. to propose the appointment and change of the Company's accounting firms that conduct audit for the Company at the shareholders' meetings;
14. to consider and decide on matters related to the changes to the proportion of shares in PRC listed companies actually controlled by the Company due to the issue of new shares (including new issue, placement or convertible bonds, etc.) by such listed companies;
15. to consider and decide on the transfer, pledge or creation of rights of any third parties of all or part of shares held in PRC listed companies actually controlled by the Company;
16. to draft material acquisition or disposal proposals of the Company (assets acquired or disposed of (including interests) exceeding 20% of the net assets shown in the latest Company's balance sheets considered at the shareholders' meeting); and
17. to exercise any other powers conferred by the shareholders' meetings or by the Articles of Association.

Resolutions by the Board on matters referred to in the preceding paragraphs shall be passed by the affirmative votes of more than half of all Directors with the exception of resolutions on matters referred to in items 6, 7, and 11 above which shall require the affirmative votes of more than two-thirds of the Directors. The Board shall comply with State laws, administrative regulations, the Articles of Association and shareholders' resolutions to perform duties.

Resolutions by the Board in respect of the matters specified in items 14 and 16 above, if required to be passed at the shareholders' meeting pursuant to the relevant requirements of the Hong Kong Stock Exchange, should be proposed and considered

at the shareholders' meeting after being passed.

Article 83 The shareholders' meeting, under the precondition of compliance with relevant laws and regulations, may remove any Directors (include Chairman or any other Directors) whose term of office has not expired by means of ordinary resolution, but cannot remove the Director without giving any reasons. (However, the claim requests that may be filed in accordance with any contract are not affected.)

Article 84 The Board shall establish several special committees such as auditing, remuneration and strategy committees to assist the Board to perform its duties or provide suggestions and advice to the Board for decision-making.

Article 85 When the Board intends to dispose of fixed assets and the sum of the expected value of the consideration for the proposed disposal and the value of the consideration for disposal of fixed assets made in the four months immediately preceding the proposed disposal exceeds 33 percent of the value of the fixed assets shown in the latest balance sheet presented at the shareholders' meeting, the Board may not dispose of or agree to the disposal of the fixed assets without the approval of the shareholders' meeting.

For the purposes of this Article, the term "disposal of fixed assets" shall include the assignment of certain interests in assets but exclude the provision of fixed assets as security.

The validity of transactions whereby the Company disposes of fixed assets shall not be affected by the breach of the first paragraph of this Article.

Article 86 The Chairman shall exercise the following functions and powers:

1. to preside over shareholders' meetings and to convene and preside over meetings of the Board;
2. to procure and inspect the implementation of the resolutions of the Board;
3. to execute the securities issued by the Company; and
4. to exercise other functions and powers conferred by the Board.

If the Chairman is unable to perform his or her duties or fails to perform his or her duties, his or her duties shall be performed by the vice-chairman of the Board as entrusted by the Chairman.

Article 87 Meetings of the Board shall be held at least twice every year and convened by the Chairman. Notice of the meeting shall be given to all of the Directors at least ten days prior to the date of the meeting. When there is an urgent matter, extraordinary meetings of the board of directors may be held upon proposal by more

than three of the directors or the chairman of the Company.

Under the following circumstance, the Chairman of the Board shall convene an interim meeting of the Board within 5 business days if:

1. it is proposed by the shareholders representing 10 percent of the voting rights or more;
2. it is proposed by more than one-third of the Directors;
3. it is proposed by the audit and risk management committee;
4. it is proposed by more than two (including two) independent Directors;
5. the Chairman deems it necessary; or
6. subsidiaries are required to vote on all resolutions at the shareholders' meeting convened by listed companies in the PRC in which such subsidiaries have interests, except resolutions in respect of connection transactions.

Article 88 The Board meeting or interim Board meeting should be notified via telephone or by fax, e-mail, mail or hand delivery, etc.

The time and venue of the Board meetings can be pre-stipulated by the Board and shall be recorded in the meeting minutes. If the meeting minutes have been delivered to all Directors at least ten days before the next Board meeting, no notice is needed for the convening of such meeting.

In the event that the Board has not decided on the time and venue of the Board meeting, or in case of urgent matters, where an extraordinary meeting of the Board should be convened as soon as possible, the Chairman or the Secretary to the Board shall, within reasonable period, notify the Directors of the time and venue of the Board meeting via telephone, fax, e-mail, mail or hand delivery, etc.

In the event that a Director is present at the meeting and has not raised any objection that he has not received notice of meeting prior to the meeting or at the time of the meeting, , it shall be deemed that the meeting notice has been delivered to such Director.

The Board meetings may be convened via conference calls or with the help of similar communication equipments. As long as the participating directors can hear clearly the speeches of other Directors and they can communicate, all participating directors shall be deemed to be present at the meeting in person.

Article 89 Board meetings shall be held only if a majority of the Directors are present.

Each Director shall have one vote. A resolution of the Board must be passed by

more than half of all the Directors.

The written resolution signed by all Directors should be deemed effective as the resolution has been passed at a legitimate Board meeting. The written resolution may consist of more than one copies of the documents, each of which shall be signed by one or more Directors. A resolution signed by Directors or with Directors' name on it and delivered by fax, e-mail, mail or hand delivery to the Company shall be deemed a document signed by the Directors themselves for purposes of this Article.

Article 90 Meetings of the Board shall be attended by the Directors in person. If a Director is unable to attend a meeting for any reason, he or she may entrust in writing another Director to attend the meeting on his or her behalf. The instrument of entrustment shall specify the scope of authorization.

The Director entrusted to attend meeting shall exercise the Director's rights within the scope of authorization. Any Director who has neither attended in person nor entrusted any Director to attend the meeting shall be deemed as giving up its right to vote and the meeting.

Article 91 The Board shall keep minutes of its decisions on the matters considered at its meetings. The Directors attending a meeting and the person taking minutes shall sign the minutes of that meeting. The Directors shall bear liability for the decisions of the Board. Where a resolution of the Board is in violation of laws, administrative regulations or the Articles of Association, thereby causing serious losses to the Company, the Directors who took part in the resolution shall be liable to the Company for damages. However, where a Director can prove that he expressed his opposition to such resolution when it was put to the vote, and that such position was recorded in the minutes of the meeting, the director may be relieved from such liability.

Article 92 Meetings of the Board shall in principle be held at the place where the Company's domicile or its subsidiary is located, but if resolved by the Board, meetings can be held in any other place in the PRC.

Article 93 The reasonable expenses incurred by the Directors for participation in the Board meetings shall be borne by the Company. Such expenses shall include the travel expense from the Director's own location to the venue of the meeting (if the meeting is to be held not at the Director's location), dining and accommodation expenses during the meeting and local transportation expenses.

Article 94 The Board may set up a committee or a working group comprised of two or more Directors from time to time, and authorize the committee or working group to exercise the right and duties of the Board and certain discretionary power; the relevant committee and working group shall act within the scope of authorization

from the Board, and abide by the rules set by the Board from time to time. The Board may decide to dissolve the relevant committee or working group or change its scope of authorization at any time.

The quorum of a Board committee or working group shall be either two members or more than half of the members of the committee or working group, whichever is the greater. The provisions in relation to the procedures and minutes of the Board meeting in Articles 87 to 92 shall also apply to the relevant committee or working group, unless such relevant provisions are replaced by the rules set by the Board according to the preceding paragraph.

Unless otherwise specified by the Board, the general manager who is not a Director may attend the Board meeting, and has the right to receive notice and relevant documents of the meeting; however, the general manager, except the one who is also a Director, does not have the right to vote at a Board meeting.

Chapter Ten Audit and Risk Management Committee

Article 95 The Company shall not establish a supervisory committee or supervisors. An audit and risk management committee shall be established under the Board to exercise the functions and powers of the supervisory committee as stipulated in the Company Law, and shall perform its duties in accordance with the provisions of the Listing Rules and the Working Rules of the Audit and Risk Management Committee.

Article 96 The audit and risk management committee shall consist of at least three members, all of whom must be non-executive Directors, with independent non-executive Directors forming the majority. Members of the audit and risk management committee shall be Directors who do not hold senior management positions in the Company.

The audit and risk management committee shall have one chairman, who shall be an independent non-executive director elected by the Board at a plenary meeting.

Members of the audit and risk management committee shall be nominated by the chairman of the Board or by a joint nomination of at least one-third of the Directors, and elected or removed by a majority vote of all Directors.

The term of office of the audit and risk management committee shall be the same as that of the Board. Upon expiration of their terms, members of the audit and risk management committee may be re-elected and serve consecutive terms. If a member ceases to hold the position of Director, he/she shall automatically lose his/her qualification as a committee member, and no separate removal procedure shall be

required. If the number of members of the audit and risk management committee falls below the minimum requirement due to such circumstances, the resignation of the member shall take effect only when the newly elected member assumes office.

If the re-elections of members of the audit and risk management committee are not conducted in a timely manner upon the expiration of their terms, the incumbent members shall continue to perform their duties in accordance with laws, regulations, and the Articles of Association until the newly elected members take office.

Article 97 The audit and risk management committee shall exercise the following functions and powers in accordance with the law:

1. to inspect the financial affairs of the Company;
2. to supervise the performance of duties by Directors, managers and other senior management staff, and propose to dismiss the aforesaid staff whoever becomes in breach of the laws, administrative regulations, the Articles of Association or the resolutions of shareholders' meetings;
3. if an act of a director, manager or other senior management staff is detrimental to the Company's interests, to request him or her to correct such act;
4. to verify financial information such as the financial reports, business reports and profit distribution plans, etc. that the Board intends to submit to the shareholders' meeting and, if in doubt, to appoint, in the name of the Company, certified public accountant(s) or practicing auditor(s) to assist in reviewing such information;
5. to propose the holding of extraordinary shareholders' meetings, and to convene and chair the shareholders' meetings in the event that the Board does not fulfill its duty to convene and chair the shareholders' meetings as stipulated in the Company Law;
6. to make proposals to the shareholders' meetings;
7. to institute legal proceedings against Directors or senior management staff; and
8. other functions and powers stipulated in the Articles of Association and the Working Rules of the Audit and Risk Management Committee.

Article 98 Reasonable expenses incurred by the audit and risk management committee in the engaging of professionals such as lawyers, certified public accountants and practicing auditors in the exercise of its functions and powers shall be borne by the Company.

Chapter Eleven Secretary to the Board

Article 99 The Company shall have one or two secretaries to the Board who shall be senior management staff of the Company.

Article 100 The Secretary to the Board shall be a natural person with the necessary professional knowledge and experience and shall be appointed by the Board. His or her main duties shall be as set forth below:

1. to ensure the completeness of the Company's organizational documents and records;
2. to ensure that the Company prepares and submits the documents and reports required by relevant authorities (including but not limited to market supervision and administration authority) according to law;
3. to ensure that the Company's register of shareholders is properly established and that persons entitled to relevant records and documents of the Company obtain such relevant records and documents in a timely manner;
4. to be responsible for arranging and coordinating the disclosure of corporate information;
5. to be responsible for confidentiality of price sensitive information and establishing effective confidential system and measures; and
6. to perform duties and obligations (including other functions authorized by the Board) which are regulated by laws and regulations, regulatory authorities of the place where the Company is listed and/or the Articles of Association on Secretary to the Board.

Article 101 A Director or a member of the senior management staff of the Company (except for the manager and the person in charge of financial affairs) may concurrently hold the office of Secretary to the Board. No accountant of an accounting firm engaged by the Company may concurrently hold the office of Secretary to the Board.

If the office of Secretary to the Board is held by a Director and certain act is to be done by a Director and the Secretary to the Board separately, the person who concurrently holds the offices of Director and Secretary to the Board may not perform the act in both capacities.

Chapter Twelve Company Manager

Article 102 The Company shall have one manager and several deputy managers, who shall be appointed or dismissed by the Board. Unless otherwise specified, the manager in the Articles of Association refers to the general manager, the deputy manager refers to the deputy general manager, and the person in charge of financial affairs shall mean the chief financial officer and the chief accountant.

Article 103 The Company manager shall be accountable to Board and shall exercise the following functions and powers:

1. to be in charge of the production, operation and management of the Company, and to organize the implementation of the resolutions of the Board;

2. to arrange for the implementation of the Company's annual business plans and investment plans;
 3. to draft the plan for establishment of the Company's internal management organization;
 4. to draft the Company's basic management system;
 5. to formulate the basic rules and regulations of the Company;
 6. to propose to the Board to engage or dismiss the Company's deputy manager(s) and the person in charge of financial affairs;
 7. to engage or dismiss management personnel other than those that shall be engaged or dismissed by the Board;
 8. to exercise the power to mortgage, lease, sublet or transfer the Company's assets, approve a certain amount of investment, financing programs, connected transactions and annual guarantee plans for the Company's subsidiaries, all within the authorization of the Board; and
 9. other functions and powers conferred by the Articles of Association and the Board.
- Deputy manager(s) and the person in charge of financial affairs shall assist the manager and be accountable to him.

Article 104 The Company's manager shall attend the meeting of the Board; but if he is not a Director, he does not have the right to vote at such meeting.

Article 105 In the exercise of his functions and powers, the Company's manager shall perform his duties in good faith and with diligence in accordance with laws, administrative regulations and the Articles of Association.

Chapter Thirteen Party Committee of the Company

Article 106 The Communist Party of China Committee of AviChina Industry & Technology Company Limited (hereinafter referred to as "Party Committee") shall be established. Meanwhile, in accordance with relevant regulations, a Discipline Inspection Commission shall be established.

Article 107 The Party Committee of the Company shall have one Secretary of the Party Committee, one Deputy Secretary of the Party Committee and several members of the Party Committee, who shall be elected in accordance with the relevant provisions of the Constitution of the Communist Party of China and other relevant regulations.

Article 108 The Party Committee of the Company plays a leading role in "set the right direction, keep in mind the big picture, ensure the implementation of Party policies and principles", and performs the following duties in accordance with the Constitution of the Communist Party of China and other Party regulations:

1. ensure and supervise the implementation of the policies of the Party and the State in the Company, and implement the major strategic decisions of the Central Committee of the Communist Party of China and the State Council as well as the relevant important work arrangements of higher-level Party organizations;
2. enhance its leadership and supervisory role in personnel appointments, upholding the principle of Party management of cadres, which shall operate in conjunction with the statutory rights of the Board to select managers and of managers to exercise personnel appointment powers in accordance with law;
3. study and discuss major operational and management matters of the Company, and support the shareholders' meeting, the Board and the management in exercising their functions and powers in accordance with the law;
4. assume the main responsibility for the construction of a clean and honest Party conduct in the Company, lead and support disciplinary inspection organizations in performing their duties of supervision, discipline enforcement and accountability, strictly enforce political discipline and political rules, and promote the comprehensive and strict governance of the Party to extend to the grassroots level;
5. discuss and decide on other important matters within the scope of the Party Committee's responsibilities.

Article 109 The Company shall uphold and improve the leadership system of “dual-directional entry and cross-appointment”. Eligible members of the Party Committee leadership may join the Board and management through legal procedures, and qualified Party members in the Board and management may join the Party Committee in accordance with relevant regulations and procedures.

Chapter Fourteen Qualifications and Obligations of the Directors, Managers and Other Senior Management Staff

Article 110 None of the following persons may serve as a Director, manager or other senior management staff of the Company:

1. persons without legal capacity or with limited capacity for civil acts;
2. persons who were sentenced to criminal penalty due to an offense of corruption, bribery, misappropriation of property or diversion of property or for disrupting the order of the socialist market economy; or persons who were deprived of their political rights for committing a crime, where not more than five years have elapsed since the expiration of the period of deprivation, or not more than two years have elapsed since the expiration of the probation period for suspended sentence, if applicable;
3. persons who served as directors, or factory directors or managers, who bear personal liability for the bankruptcy liquidation of their companies or enterprises, where not more than three years have elapsed since the date of completion of the bankruptcy liquidation;

4. persons who served as the legal representatives of companies or enterprises that had their business licenses revoked and were ordered to close for breaking the law, where such representatives bear individual liability therefor and not more than three years have elapsed since the date of revocation of the business license thereof or the order for its close;

5. persons listed as a dishonest party by the People's Court due to comparatively large debts that have fallen due but have not been settled;

6. persons whose cases have been placed on the docket and are being investigated by the judicial authorities because they violated the criminal law, and such cases are still pending;

7. persons who may not serve as leaders of enterprises by virtue of laws;

8. non-natural persons;

9. persons ruled by a competent authority to have violated securities-related regulations, where such violation involved fraudulent or dishonest acts and not more than five years have elapsed since the date of the ruling; and

10. any national civil servant.

Article 111 The validity of an act of a Director, the manager or other senior management staff of the Company on behalf of the Company shall not, *vis-à-vis* a *bona fide* third party, be affected by any non-compliance in his holding of such office, election or qualifications.

Article 112 In addition to obligations imposed by laws and the listing rules of the stock exchanges on which shares of the Company are listed, Directors, managers and other senior management staff of the Company shall owe each shareholder the following obligations in the exercise of the functions and powers granted to them by the Company:

1. not to cause the Company to exceed the scope of business stipulated in its business license;

2. to act honestly in the best interest of the Company;

3. not to deprive the Company of its property in any way, including (but not limited to) any opportunities that are advantageous to the Company; and

4. not to deprive shareholders of their individual rights or interests, including (but not limited to) rights to distributions and voting rights, unless pursuant to a restructuring of the Company submitted to and adopted by the shareholders' meeting in accordance with the Articles of Association.

Article 113 Directors, managers and other senior management staff of the Company shall be obligated, in the exercise of their rights or discharge of their obligations, to perform their acts with the care, diligence and skill that a reasonably prudent person should exercise in comparable circumstances.

Article 114 Directors, manager and other senior management staff of the Company must, in the performance of their duties and responsibilities, abide by the

fiduciary principle and shall not place themselves in a position where their personal interests and their duties may conflict. This principle shall include but not be limited to the fulfillment of the following obligations:

1. to act honestly in the best interest of the Company;
2. to exercise powers within the scope of their functions and powers and not to exceed such powers;
3. to personally exercise the discretion vested in him or her and not allow himself or herself to be manipulated by another person and, unless permitted by laws or with the informed consent of the shareholders' meeting, not to delegate the exercise of his or her discretion;
4. to accord equal treatment to shareholders of the same class and fair treatment to shareholders of different classes;
5. not to conclude a contract or enter into a transaction or arrangement with the Company except as otherwise provided in the Articles of Association or with the informed consent of the shareholders' meeting;
6. not to use Company property for his or her own benefit in any way without the informed consent of the shareholders' meeting;
7. not to use his or her functions and powers as a means to accept bribes or other forms of illegal income, and not to illegally appropriate Company property in any way, including but not limited to any opportunities that are advantageous to the Company;
8. not to accept commissions in connection with the Company's transactions without the informed consent of the shareholders' meeting;
9. to abide by the Articles of Association, to perform his or her duties faithfully, to protect the interests of the Company, and not to use his or her position, functions and powers in the Company to seek personal gain;
10. not to compete with the Company in any way without the informed consent of the shareholders' meeting;
11. not to embezzle Company funds or lend them to others, not to deposit Company funds in accounts opened in his own or in another's name, and not to use Company assets as security for the debts of the Company's shareholders or other individuals; and
12. not to disclose confidential information relating to the Company that was acquired by him during his office without the informed consent of the shareholders' meeting, and not to use such information except in the interests of the Company; however, such information may be disclosed to a court or other competent government authorities if:
 - (1) provided for by law;
 - (2) required in the public interest; or
 - (3) required in the own interest of such director, manager or other senior management staff of the Company.

Article 115 A Director, the manager or other senior management staff of the Company may not incite the following persons or organizations ("connected persons") to do what such Director, manager or other senior management staff may not do:

1. the spouse or a minor child of such Director, manager or other senior management staff of the Company;
2. a trustee of such Director, manager or other senior management staff of the Company or of any person referred to in item (1) hereof;
3. a partner of such Director, manager or other senior management staff of the Company or of any person referred to in items (1) and (2) hereof;
4. a company over which such Director, manager or other senior management staff of the Company, individually or jointly with any person referred to in items (1), (2) and (3) hereof or any other Director, supervisor, manager or other senior management staff of the Company, has *de facto* control;
5. a director, the manager or other senior management staff of a company being controlled as referred to in item (4) hereof;
6. any other person who should be considered as an associate of such Director, manager and other senior officers pursuant to the Listing Rules.

Article 116 The fiduciary obligation of the Directors, manager and other senior management staff of the Company do not necessarily cease with the termination of their tenure. Their confidentiality obligation in relation to the Company's trade secrets shall survive the termination of their tenure. The terms for which other obligations shall continue shall be decided upon in accordance with the principle of fairness, depending on the time lapse between the termination and the occurrence of the matter and the circumstances and conditions under which the relationship with the Company is terminated.

Article 117A Director, the manager or other senior management staff of the Company may, by informed decision of the shareholders' meeting, be relieved from liability for a specific breach of his or her obligations, except in the circumstances as specified in Article 50 of the Articles of Association.

Article 118 If a Director, the manager or other senior management staff of the Company is, directly or indirectly, materially interested in a contract, transaction or arrangement concluded or planned by the Company (excluding his or her engagement contract with the Company), he or she shall disclose the nature and extent of his or her interest to the Board at the earliest opportunity, whether or not the matter is normally subject to the approval of the Board.

A Director shall not vote on any contract, transaction or arrangement in which he or she or his or her associates have a material interest and which is to be approved by the Board. Additionally, he or she shall not be counted in the quorum for the meeting.

Unless the interested Director, manager or other senior management staff of the Company has disclosed such interest to the Board as required under the first paragraph hereof and the matter has been approved by the Board at a meeting in which he or she was not counted in the quorum and had refrained from voting, the

Company shall have the right to void the contract, transaction or arrangement, unless the other party is a bona fide party acting without knowledge of the breach of obligation by the Director, manager or other senior management staff concerned.

A Director, the manager or other senior management staff of the Company shall be deemed to be interested in any contract, transaction or arrangement in which a connected person or an associate of that Director, manager or other senior management staff is interested.

Article 119 If a Director, the manager or other senior management staff of the Company gives a written notice to the Board before the conclusion of the contract, transaction or arrangement is first considered by the Company stating that, by reason of the contents of the notice, he is interested in the contract, transaction or arrangement that may subsequently be made by the Company, such Director, manager or other senior management staff of the Company shall be deemed for the purposes of the preceding Articles of this Chapter to have declared his interest, to the extent stated in the notice.

Article 120 The Company shall not in any manner pay tax on behalf of its Directors, manager or other senior management staff.

Article 121 The Company shall not directly or indirectly provide a loan to, or loan guarantees for its Directors, manager and other senior management staff or those of its parent company, or provide loans to or loan guarantees for connected persons of the above-mentioned persons.

The provisions of the preceding paragraph shall not apply to the following circumstances:

1. the provision by the Company of a loan to or a loan guarantee for a subsidiary of the Company;
2. the provision by the Company of a loan, loan guarantee or other moneys to a Director, the manager or other senior management staff of the Company under an engagement contract approved by the shareholders' meeting, so as to enable him to meet the expenses incurred for the purposes of the Company or for the performance of his or her Company duties; or
3. the provision by the Company of a loan or a loan guarantee to a relevant Director, the manager or other senior management staff of the Company or to a connected person thereof on normal commercial terms, if the ordinary scope of business of the Company includes the lending of money or the provision of loan guarantees.

Article 122 A loan provided by the Company in breach of the preceding Article shall be immediately repayable by the recipient of the loan, regardless of the terms of

the loan.

Article 123 A loan guarantee provided by the Company in breach of the first paragraph of Article 121 shall be unenforceable against the Company, unless:

1. the loan was provided to a connected person of a Director, a supervisor (if applicable), the manager or other senior management staff of the Company or of its parent company, and at the time the loan was advanced the lender did not know the relevant circumstances; or
2. the collateral provided by the Company has been lawfully sold by the lender to a *bona fide* purchaser.

Article 124 For the purposes of the preceding Articles of this Chapter, the term “guarantee” shall include an act whereby the guarantor assumes liability or provides property to guarantee or secure the performance of obligations by the obligor.

Article 125 If a Director, the manager or other senior management staff of the Company breaches his or her obligations to the Company, the Company shall, in addition to any rights and remedies provided by law, have the right to:

1. require the relevant Director, manager or other senior management staff to compensate for the losses sustained by the Company as a consequence of his or her dereliction of duty;
2. rescind any contract or transaction concluded by the Company with the relevant Director, manager or other senior management staff and contracts or transactions with a third party (where such third party is well aware or should have known that the Director, manager or other senior management staff representing the Company was in breach of his or her obligations to the Company);
3. require the relevant Director, manager or other senior management staff to surrender the gains derived from the breach of his or her obligations;
4. recover any monies received by the relevant Director, manager or other senior management staff that should have been received by the Company, including but not limited to commissions;
5. require the relevant Director, manager or other senior management staff to return the interest that is earned or may be earned on the monies that should have been given to the Company; and
6. to recover the monies and properties obtained by the relevant Director, manager or other senior management staff as a result of breaching their duties to the Company through legal procedures.

Article 126 The Company shall conclude written contracts with each Director of the Company concerning his or her remuneration. Such contracts shall be approved by the shareholders’ meeting before they are entered into. The aforementioned remuneration shall include:

1. remuneration in respect of his or her service as a Director or senior management staff of the Company;

2. remuneration in respect of his service as a Director, supervisor (if applicable) or senior management staff of a subsidiary of the Company;
3. remuneration for other services provided toward the management of the Company or a subsidiary thereof; and
4. the payment by way of compensation for his or her loss of office or retirement to the aforementioned Directors in respect of redundancy or retirement.

A Director may not sue the Company for benefits due to him or her on the basis of the aforementioned matters, except under a contract as mentioned above.

Article 127 The Company shall specify in the contract concluded with a Director of the Company concerning his or her remuneration that in the event of a takeover of the Company, a Director of the Company shall, subject to prior approval of the shareholders' meeting, have the right to receive the compensation or other monies obtainable for loss of office or retirement.

For the purposes of the preceding paragraph, the term "a takeover of the Company" shall mean either of the following:

1. anyone making a purchase offer to all of the shareholders; or
2. anyone making a purchase offer with a view to the offer or becoming a controlling shareholder as defined in Article 51 of the Articles of Association.

If the relevant Director has failed to comply with this Article, any sums received by him or her shall belong to those persons that have sold their shares as a result of their acceptance of the aforementioned offer, and the expenses incurred in the pro rata distribution of such sums shall be borne by the relevant Director and shall not be paid out of such sums.

Chapter Fifteen Financial and Accounting Systems and Distribution of Profit

Article 128 The Company shall formulate its financial and accounting systems in accordance with PRC laws and the PRC accounting standards formulated by relevant finance authorities of the State Council.

Article 129 The Company shall prepare financial reports at the end of each fiscal year. Such reports shall be audited by an accounting firm in accordance with the law.

The Company's financial reports shall include the following financial and accounting statements and schedules:

1. balance sheet;
2. profit and loss statement;
3. cash flow statement;

4. statement explaining financial position;
5. profit distribution statement; and
6. notes to the financial statements.

The Company shall adopt the Gregorian calendar year as its fiscal year, which shall commence on January 1 and end on December 31 of the same Gregorian calendar year.

Article 130 Unless otherwise provided by relevant laws, regulations and listing rules of the place where the securities of the Company are listed and the articles herein regarding means of shareholders communication, the Board shall place before the shareholders at every annual shareholders' meeting such financial reports which the relevant laws, administrative regulations and regulatory documents promulgated by competent regional and central governmental authorities require the Company to prepare.

Article 131 The financial reports of the Company shall be made available for inspection by shareholders 20 days prior to an annual shareholders' meeting. Each shareholder of the Company shall have the right to obtain a copy of the financial reports referred to in this Chapter.

The Company shall provide copies of report of the Board, balance sheet (including each document required by the applicable laws and regulations) and profit and loss account or income and expenditure account (including the aforesaid financial reports) to each holder of overseas listed foreign invested shares at least 21 days prior to an annual shareholders' meeting.

Article 132 The financial statements of the Company shall be prepared in accordance with PRC accounting standards and regulations.

Article 133 Interim results or financial information published or disclosed by the Company shall be prepared in accordance with the PRC accounting standards and regulations.

Article 134 The Company shall publish financial reports twice every fiscal year, namely an interim financial report within 60 days after the end of the first six months of the fiscal year and an annual financial report within 120 days after the end of the fiscal year.

Article 135 The Company may not keep account books other than the statutory account books.

Article 136 The capital common reserve shall include the following funds:

1. the premiums obtained from the issue of shares above par; and
2. other revenue required by the relevant finance authorities of the State Council to be included in the capital common reserve.

Article 137 The Company may distribute profits in either or both of the following forms:

1. Cash; and/or
2. Shares.

Dividends and other payments by the Company to holders of domestic investment shares and holders of overseas listed foreign investment shares of the Company by transactions in the stock markets trading interconnection mechanism shall be distributed and paid in Renminbi within three months after the declaration date; whereas those to holders of overseas listed foreign investment shares (except the holders of overseas listed foreign investment shares of the Company by transactions in the stock markets trading interconnection mechanism) shall be denominated and declared in Renminbi and paid in foreign currency within three month after the declaration date. The exchange rate shall be determined based on the average central parity rate between RMB and the relevant foreign currency issued by the People's Bank of China for the five consecutive working days prior to the date of declaration of dividends or distributions. The foreign currency for the cash dividends and other payments by the Company to holders of overseas listed foreign investment shares (except the holders of overseas listed foreign investment shares of the Company by transactions in the stock market trading interconnection mechanism) shall be handled in accordance with state regulations on foreign exchange control. Subject to authorization by the shareholders' meeting, the Board may decide on distribution of interim dividends.

Article 138 Profits after payment of the relevant taxation shall be distributed in the following order:

1. make up of losses;
2. transfer to statutory common reserve fund;
3. transfer to discretionary common reserve fund;
4. payment of dividends to ordinary shares;

The specific distribution proportion in a certain year stated in items 3 and 4 of this Article shall be prepared by the Board pursuant to the business situation and development needs, and shall be approved by the shareholders' meeting.

Article 139 Before making up for losses and transfers to the statutory common reserve fund, the Company shall distribute no dividends.

Article 140 When distributing its after-tax profits of a given year, the Company

shall draw 10 percent of the profits as the statutory common reserve fund. The Company shall no longer be required to make transfers to its statutory common reserve fund once the aggregate amount of such reserve reaches 50 percent of its registered capital.

Article 141 The Company may, subject to a resolution of the shareholders' meeting, make a transfer from its after-tax profits to the discretionary common reserve fund.

Article 142 The Company shall appoint receiving agents for holders of overseas listed foreign investment shares to collect on behalf of the relevant shareholders the dividends distributed and other monies payable in respect of overseas listed foreign investment shares.

The receiving agents appointed by the Company shall meet the requirements of the laws of the place, or the relevant regulations of the stock exchange, where shares are listed.

The receiving agents appointed by the Company for the holders of overseas listed foreign investment shares listed on the Hong Kong Stock Exchange shall be trust companies registered under the *Trustee Ordinance* of Hong Kong.

Subject to the laws of the PRC, the Company may exercise the power to forfeit unclaimed dividends, provided that it does so only after the expiration of the applicable relevant period.

The Company has the power to cease sending dividend warrants by mail to a given holder of overseas listed foreign investment shares, but may exercise such power only if such warrants have been left uncashed on two consecutive occasions. However, the Company may exercise such power after the first occasion on which such a warrant is returned undelivered.

In respect of exercising the right to issue warrants to the holders, unless it confirms that the original warrants have been destroyed, the Company shall not issue any new warrants to replace the lost ones.

The Company has the power to sell by a method deemed fit by the shareholders' meeting the shares of a holder of overseas listed foreign investment shares who is untraceable, provided that it complies with the following conditions:

(1) the Company was, during a period of 12 years, required to pay at least three dividends in respect of the shares in question but no dividend during that period was claimed; and

(2) on expiry of the 12 years the Company gives notice of its intention to sell the shares by way of an announcement published in one or more newspapers in the place where the Company is listed and notifies the securities regulator of the place where its shares are listed of such intention.

Chapter Sixteen Engagement of Accounting Firms

Article 143 The Company shall engage an independent accounting firm that complies with relevant provisions of PRC laws to audit the annual financial reports and review other financial reports of the Company.

The first accounting firm of the Company may be engaged by the establishment meeting prior to the first annual shareholders' meeting. Such accounting firm shall hold office until the conclusion of the first annual shareholders' meeting.

If the establishment meeting does not exercise its power under the preceding paragraph, the Board shall exercise such power.

Article 144 The term of engagement of an accounting firm engaged by the Company shall commence upon the adjournment of the annual shareholders' meeting of the Company and end upon the adjournment of the next annual shareholders' meeting.

Article 145 An accounting firm engaged by the Company shall have the following rights:

1. the right of access to the account books, records or vouchers of the Company and the right to require Directors, the manager and other senior management staff of the Company to provide relevant information and explanations;
2. the right to require the Company to take reasonable measures to obtain from its subsidiaries the information and explanations necessary for the accounting firm to perform its duties; and
3. the right to attend shareholders' meetings in a non-voting capacity, to receive notice of or other information concerning any meetings of or concerning which shareholders have a right to receive notice or other information, and to be heard at any shareholders' meetings on any matter which relates to it as the accounting firm of the Company.

Article 146 If the position of accounting firm becomes vacant, the Board may appoint an accounting firm to fill such vacancy before a shareholders' meeting is held. However, if there are other accounting firms holding the position of accounting firm of the Company while such vacancy persists, such accounting firms may continue to act.

Article 147 The shareholders' meeting may by ordinary resolution decide to dismiss any accounting firm prior to the expiration of its term of engagement, notwithstanding anything in the contract between the accounting firm and the Company, but without prejudice to such accounting firm's right, if any, to claim damages from the Company in respect of such dismissal.

Article 148 The remuneration or method of determining the remuneration of an accounting firm shall be decided upon by an ordinary resolution of the shareholders' meeting. The remuneration of an accounting firm engaged by the Board shall be determined by the Board.

Article 149 The engagement, dismissal or non-renewal of engagement of an accounting firm shall be decided upon by an ordinary resolution of the shareholders' meeting.

Where a resolution at a shareholders' meeting is to be passed to appoint as accounting firm other than an incumbent accounting firm, to fill a casual vacancy in the office of accounting firm, or to remove an accounting firm before the expiration of its term of office, matters shall be handled in accordance with the following provisions:

1. the proposal of engagement or dismissal shall be sent, before issuance of the notice of the shareholders' meeting, to the accounting firm proposed to be appointed or the accounting firm proposing to leave its post or the accounting firm that has left its post in the relevant fiscal year;

leaving includes leaving by removal, resignation and retirement;

2. if the accounting firm leaving its post makes representations in writing and requests their notification to the shareholders, the Company shall (unless the representations are received too late):

(1) in any notice of the resolution given to shareholders, state the fact of the representations having been made by the accounting firm that is leaving its post; and

(2) serve a copy of the representations as an attachment to the notice on the shareholders by the method specified in the Articles of Association;

3. if the representations of the accounting firm are not sent in accordance with the preceding subparagraph (2), the accounting firm may (in addition to its right to be heard) require that the representations be read out at the meeting, and may make a further complaint.

4. an accounting firm that is leaving its post shall be entitled to attend:

(1) the shareholders' meeting at which its term of office would otherwise have expired;

(2) any shareholders' meeting at which it is proposed to fill the vacancy caused by its removal; and

(3) any shareholders' meeting convened on its resignation;

and to receive all notices of, and other information relating to, any such meeting,

and to be heard at any such meeting which it attends on matters which concern it as former accounting firm of the Company.

Article 150 When the Company dismisses or does not renew the engagement of an accounting firm, it shall give advance notice to the accounting firm. The accounting firm shall have the right to present its views before the shareholders' meeting. In the event that the accounting firm makes its resignation, it shall state to the shareholders' meeting on whether there is any inappropriate affairs.

1. An accounting firm may resign by depositing at the Company's legal address a resignation notice which shall become effective on the date of such deposit or on such later date as may be stipulated in such notice. Such notice shall contain the following statement:

(1) a statement to the effect that there are no circumstances connected with its resignation which it considers should be brought to the notice of the shareholders or creditors of the Company; or

(2) a statement of any such circumstances.

Such notice shall become effective on the date of such deposit or on such later date as may be stipulated in such notice

2. Where a notice is deposited under the preceding paragraph 1, the Company must within 14 days send a copy of the notice to the competent authority. If the notice contained a statement as mentioned in the preceding subparagraph 1(2), the Company shall make a copy of such statement available at its offices for inspection by shareholders. The Company shall additionally send a copy of the aforementioned statement to each holder of overseas listed foreign investment shares by prepaid mail at the their address shown in the register of shareholders.

3. Where the accounting firm's notice of resignation contains a statement in respect of subparagraph 1(2) of this Article, it may require the Board to convene an extraordinary shareholders' meeting for the purpose of receiving an explanation of the circumstances connected with its resignation.

Chapter Seventeen Merger and Division

Article 151 Where the Company merges with a company of which the Company holds 90% or more of its shares, unless otherwise required by the Articles of Association and by the stock exchange and the securities regulatory authorities where the Company's securities are listed, the acquired company is not required to obtain approval by resolution of its shareholders' meeting, but shall notify the other shareholders, who have the right to request the Company to buy back its equities or shares at a reasonable price.

If the price paid for the Company's merger does not exceed 10% of the Company's net assets, approval by resolution of its shareholders' meeting is not required, unless otherwise required by the Articles of Association and by the stock exchange and the securities regulatory authorities where the Company's securities are

listed.

Where the Company's merger is exempt from approval by resolution of the shareholders' meeting in accordance with the preceding two paragraphs, such merger shall be subject to approval by resolution of the Board.

The merger or division of the Company shall require the preparation of a proposal by the Board. After such proposal has been adopted in accordance with the procedures specified in the Articles of Association, relevant approval procedures shall be carried out in accordance with the law. Shareholders that oppose the proposal for the merger or division of the Company shall have the right to request the Company to purchase their shares at a reasonable price. The contents of resolutions approving the merger or division of the Company shall be compiled in a special document for inspection by shareholders.

Holders of overseas listed foreign investment shares shall additionally be served copies of the aforementioned document by ways set out in Article 166.

Article 152 The Company may carry out mergers either in the form a merger by absorption or the form of a merger by new establishment.

If the Company is involved in a merger, the parties to the merger shall enter into a merger agreement. The parties to the merger shall prepare a balance sheet and a property list. Within 10 days from the date of adoption of the merger resolution, the Company shall notify its creditors and within 30 days it shall publish an announcement in the designated newspapers or the National Enterprise Credit Information Publicity System.

When the Company is merged, the claims and debts of each party to the merger shall be succeeded to by the company surviving the merger or the new company established subsequent to the merger.

Article 153 If the Company is to be divided, its property shall be divided accordingly.

For division of the Company, the parties to the division shall enter into a division agreement and prepare a balance sheet and a property list. Within 10 days from the date of adoption of the division resolution, the Company shall notify its creditors and within 30 days it shall publish an announcement in the designated newspapers or the National Enterprise Credit Information Publicity System.

The post-division companies shall be jointly and severally liable for the pre-division debts of the Company.

Article 154 If a change occurs in the Company's registered particulars due to its merger or division, the change shall be registered with the Company's registrar in accordance with the law. If the Company is dissolved, de-registration of the Company shall be carried out in accordance with the law. If a new company is established, registration of the establishment of such company shall be carried out in accordance with the law.

Chapter Eighteen Dissolution and Liquidation

Article 155 The Company shall be dissolved due to the following reasons:

1. the shareholders' meeting resolves to dissolve the Company by special resolution;
2. dissolution is necessary as a result of the merger or division of the Company;
3. the Company's business license is revoked or suspended or the Company is ordered to close down in accordance with the laws;
4. where the Company gets into serious difficulties in operation and management and its continuation may cause substantial loss in shareholders' interests, and no solution can be found through any other channel, shareholders representing 10% or above of the total voting rights of the Company may request the People's Court to dissolve the Company; or
5. the occurrence of other causes for dissolution prescribed by the Articles of Association..

Article 156 If the Company falls under the circumstances specified in Article 155 (1) and has not distributed its property to its shareholders, the Company may pass a special resolution at a shareholders' meeting to survive.

If the Company falls under the circumstances specified in Article 155 (5) of this Articles of Association and has not yet distributed its property to the shareholders, it may survive by amending this Articles of Association.

The amendment of this Articles of Association in accordance with the provisions of the preceding paragraph shall be approved by two-thirds or more of the voting rights held by the shareholders attending the shareholders' meeting.

Article 157 If the Company is dissolved pursuant to the provisions of Article 155 (1), (3), (4) or (5) of this Articles of Association, it shall go into liquidation. Directors as persons with obligations of liquidation of the Company shall form a liquidation committee to effect liquidation within 15 days from the date of the occurrence of the cause of dissolution. The liquidation committee is composed of directors or personnel determined by the shareholders' meeting. If a liquidation committee is not established within the prescribed time limit for liquidation or if the liquidation committee does not carry out liquidation after establishment, stakeholders may apply to the People's Court to designate relevant personnel to form a liquidation committee for liquidation. The People's Court shall accept the application and promptly organize a liquidation committee to carry out liquidation.

Article 158 If the Board decides that the Company should be liquidated, the notice of the shareholders' meeting convened for such purpose shall include a statement to the effect that the Board has made full inquiry into the position of the Company and that the Board is of the opinion that the Company can pay its debts in full within 12 months after the commencement of liquidation.

The functions and powers of the Board shall terminate immediately upon the

adoption by the shareholders' meeting of a resolution to carry out liquidation.

The liquidation committee shall take instructions from the shareholders' meeting, and not less than once a year make a report to the shareholders' meeting on the committee's receipts and expenditures, the business of the Company and the progress of the liquidation. It shall make a final report to the shareholders' meeting when the liquidation is completed.

Article 159 The liquidation committee shall notify creditors within a period of 10 days from the date of its establishment and publish an announcement of the liquidation in the newspapers or the National Enterprise Credit Information Publicity System within 60 days. Creditors shall, within thirty (30) days after receipt of the notice, or for those who do not receive the notice, within forty-five (45) days from the date of the announcement, declare their claims to the liquidation committee. In reporting claims, a creditor shall explain the relevant particulars of the claims with supporting materials. Claims shall be registered by the liquidation committee.

During the period of declaration of claims, the liquidation committee shall not repay any debts to the creditors.

Article 160 The liquidation committee shall exercise the following functions and powers during liquidation:

1. to inventory the Company's property, and to prepare a balance sheet and a property list;
 2. to notify creditors by notice and public announcement;
 3. to dispose of unfinished business of the Company relating to the liquidation;
 4. to pay all outstanding taxes in full and taxes generated during the liquidation process;
 5. to liquidate claims and debts;
 6. to distribute the Company's property remaining after the debts are paid in full;
- and
7. to represent the Company in civil actions.

Article 161 After the liquidation committee has inventoried the Company's property and prepared a balance sheet and a property list, it shall formulate a liquidation plan and submit such plan to the shareholders' meeting or the Peoples's Court for confirmation.

The liquidation expenses including the payment to liquidation members and consultants, shall be appropriated in priority from the assets of the Company before paying off other creditors.

After the resolution of the shareholders' meeting to dissolve the Company or the Company is declared bankrupt according to law or ordered to close down, without the permission of the liquidation committee, no persons shall be entitled to dispose of the Company's property.

The property of the Company shall be distributed in accordance with the following sequence: paying off the liquidation expenses, wages of employees, social insurance premium and statutory compensation, outstanding taxes and the debts of the

Company.

The remaining property of the Company after paying off all the debts and expenses as prescribed by the preceding paragraph shall be distributed in accordance with the classes of the shares and in proportion to the number of shares held by the shareholders.

Relevant remaining property shall be distributed in proportion to the number of ordinary shares held by the shareholders.

During liquidation, the Company may not engage in new business activities.

The members of the liquidation committee shall perform the duty of liquidation and have obligations of fidelity and diligence.

If the members of the liquidation committee are negligent in performing their liquidation duties and cause losses to the Company, they shall be liable for damages; If a creditor sustains a loss due to a willful act or gross negligence on the part of a member of the liquidation committee, such liquidation committee member shall be liable for damages.

Article 162 If the liquidation committee, having inventoried the Company's property and prepared a balance sheet and a property list, discovers that the Company's property is insufficient to pay its debts in full, it shall apply to the People's Court for bankruptcy liquidation. After the People's Court accepts the Company bankruptcy application, the liquidation committee shall turn over the liquidation matters to the trustee in bankruptcy designated by the People's Court.

Article 163 Following completion of the liquidation of the Company, the liquidation committee shall prepare a liquidation report, and submit the same to the shareholders' meeting or the People's Court for confirmation, as well as submit to the company registration authority to deregister the Company.

Within 30 days from the date of confirmation of the aforementioned documents by the shareholders' meeting or the People's Court, the liquidation committee shall submit the same to the relevant company registrar, apply for cancellation of the Company's registration and publicly announce the Company's termination.

Chapter Nineteen Amendment Procedures of the Articles of Association

Article 164 The Articles of Association shall be amended in accordance with the relevant decision-making procedures and necessary formalities provided by the relevant laws, administrative regulations and the Articles of Association. If an amendment to the Articles of Association involves a registered particular of the Company, registration of the change shall be carried out in accordance with the law.

Chapter Twenty Notices

Article 165 Unless otherwise provided by the relevant laws, regulations and

listing rules of the place where the securities of the Company are listed and the articles herein regarding means of the Board and shareholders communication, notices, communications or any other written information of the Company may be delivered in following ways:

1. in person;
2. by mail;
3. by fax, email or other electronic form or information carriers;
4. by making announcement on the Company's website or the websites designated by Hong Kong Stock Exchange in compliance with laws, administrative regulations and listing rules of the place where the securities of the Company are listed;
5. by public announcements;
6. by other means as agreed in advance between the Company and the recipient or as accepted by the recipient after receiving a notice; or
7. through other ways recognized by regulatory authorities or stipulated herein.

Whether or not the Articles of Association has otherwise provided for the delivery methods of any notice, communication or any other written material, the Company may publish its communications by the ways specified in Item (4) of Section 1 of this clause to replace the ways of sending written documents to each shareholder of foreign investment shares in person or by prepaid mail without prejudice to relevant regulations of securities regulatory authorities in the place where the securities of the Company are listed. The said communications refer to any documents sent or to be sent by the Company to the shareholders for reference or taking action, including but not limited to reports of the board of directors (together with balance sheets and income statements), annual reports (including annual financial reports), interim reports (including interim financial reports), meeting notices, listing documents, circulars and proxy forms.

Article 166 When the notice is delivered by mail, it is deemed to be delivered as long as the addresses is clearly written, the postage is paid, the notice is put in an envelope, and the envelope is deposited to the mailbox, and the notice is deemed to be received 48 hours after the delivery. If the notice is sent by e-mail, the notice is deemed to be served on the date of delivery; if the notice is sent by public announcement, the notice is deemed to be served on the date of publication of the first announcement.

Chapter Twenty-one Dispute Resolution

Article 167 The Company shall abide by the following principles for settlement of disputes:

1. If any dispute or claims concerning the Company's business on the basis of the rights or obligations provided for in the Articles of Association, the Company Law or other relevant laws or administrative regulations arises between a holder of overseas listed foreign investment shares and the Company, between a holder of overseas listed foreign investment shares and a Director, the manager or other senior management staff of the Company or between a holder of overseas listed foreign investment shares and a holder of domestic investment shares, or between the Company and its

Directors or senior management, the parties concerned shall submit such dispute or claim for arbitration.

When a dispute or claim as described above is submitted to arbitration, the dispute or claim shall be submitted in its entirety, and all persons (being the Company or shareholders, Directors, the manager or other senior management staff of the Company) that have a cause of action due to the same facts or whose participation is necessary for the resolution of such dispute or claim shall submit to arbitration.

Disputes regarding the definition of shareholders and the register of shareholders may be resolved by means other than arbitration.

2. A dispute or claim submitted to arbitration may be arbitrated, at the option of the arbitration applicant, by either the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. After the arbitration applicant has submitted the dispute or claim to arbitration, the other party must submit to the arbitration institution selected by the applicant.

If the arbitration applicant opts for arbitration by the Hong Kong International Arbitration Centre, either party may request arbitration to be conducted in Shenzhen in accordance with the securities arbitration rules of the Hong Kong International Arbitration Centre.

3. Unless otherwise provided by laws or administrative regulations, PRC laws shall apply to the resolution by arbitration of disputes or claims referred to in item 1.

4. The award of the arbitration institution shall be final and binding upon each party.

Chapter Twenty-two Supplementary Provisions

Article 168 For the purposes of the Articles of Association, the term “accounting firm” shall have the same meaning as the term “auditor”.

Article 169 The Articles of Association are written in Chinese and English. In the event that there is a discrepancy between such two versions, the Chinese version hereof shall prevail.

The power to interpret the Articles of Association shall vest in the Board. Any matters not covered in the Articles of Association shall be provided for by the Board submitting the same to the shareholders’ meeting for adoption of a resolution thereon.

In the Articles of Association, unless the context otherwise requires, the following terms shall have the meanings indicated:

“Articles of Association” the articles of association of the Company;

“Board” the board of directors of the Company;

“Chairman”	the chairman of the Board;
“Director(s)”	director(s) of the Company;
“domicile of the Company”	the registered address of the Company at 2nd floor, Building 27, No. 26 Xihuan South Street, Beijing Economic Technological Development Area, Beijing, the PRC;
“RMB”	Renminbi, the lawful currency of the PRC;
“PRC” and “State”	the People’s Republic of China;
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Company”	the Company, i.e. China Aviation Industry & Technology Company Limited*;
“auditor”	shall have the same meaning ascribed thereto under the Listing Rules;
“subsidiaries”	shall have the same meaning ascribed thereto under the Listing Rules;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“associate(s)”	shall have the same meaning ascribed thereto under the Listing Rules;
“independent non-executive directors”	shall have the same meaning as independent directors ascribed thereto under the Company Law and shall have the same meaning as independent non-executive directors ascribed thereto under the Listing Rules.

**for identification purpose only*