

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

GOOD FRIEND (H. K.) CORPORATION LIMITED
(友佳實業(香港)有限公司)

Incorporated the 20th day of July 1993.



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HONG KONG
1993

No. 436208
編號

[COPY]

CERTIFICATE OF INCORPORATION
公司註冊證書

I HEREBY CERTIFY that
本人茲證明

GOOD FRIEND (H. K.) CORPORATION LIMITED
(友佳實業(香港)有限公司)

is this day incorporated in Hong Kong under the
於本日在香港依據公司
Companies Ordinance, and that this Company is
條例註冊成爲有限公司。
limited.

GIVEN under my hand this Twentieth day
簽署於一九九三年七月二十日。
of July One Thousand Nine Hundred and
Ninety-three.

(Sd.) Mrs. S. LAM
p. Registrar General
(Registrar of Companies)
Hong Kong
香港註冊總署署長暨公司註冊官
(註冊主任 林黎小蘭 代行)

THE COMPANIES ORDINANCE, (CHAPTER 32)

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

GOOD FRIEND (H. K.) CORPORATION LIMITED
(友佳實業(香港)有限公司)

First:—The name of the Company is “GOOD FRIEND (H.K.) CORPORATION LIMITED (友佳實業(香港)有限公司)”.

Second:— The Registered Office of the Company will be situate in Hong Kong.

Third:— The objects for which the Company is established are:—

- (1) To carry on the business of importers, exporters, commission agents, indent agents, general agents, wholesalers and retailers of all kinds of articles and goods and to carry on the business of manufacturers and general merchants.
- (2) To carry on the business of merchants, exporters, and importers, shipowners, charterers, carriers, wharfingers, warehousemen, furnishers, agents, brokers, shopkeepers, storekeepers, godown operators and contractors, sub-contractors and to buy, sell, manufacture, export, import, treat and deal in raw materials, produce, semi-finished goods, finished goods, equipments, machineries, stores, chattels and effects of all kinds, both wholesale and retail, and to transact every kind of agency business.
- (3) To buy, sell, manufacture, repair, alter and exchange, let or hire, import, export, and deal in all kinds of articles and things which may be required for the purposes of any of the said business, or commonly supplied or dealt in by persons engaged in any such business, or which may seem capable of being profitably dealt with in connection with any of the said business.
- (4) To lend money and to extend credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons of companies.

- (5) To advance, deposit, or lend money, on securities, and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities of documents.
- (6) To guarantee or become liable for the payment of money or for the performance of any obligations, and generally, to transact all kinds of guarantee business except insurance guarantees, also to transact all kinds of trust and agency business.
- (7) To carry on, and undertake any business, undertaking, transaction or operation, commonly carried on or undertaken by financiers, discount houses, capitalists underwriters of stock or shares or debentures of companies, dealers in land, businesses, concessions, mines and stock manufacturers and merchants.
- (8) To act as representatives of manufacturers or producers of goods and merchandise of all descriptions and to import, export, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal in the goods, produce, articles and merchandise of such manufacturers.
- (9) To purchase, rent, take on lease or in exchange, hire or otherwise acquire land and buildings and any estate or interest therein and any rights or privileges connected therewith and to purchase for investment development or resale, and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell, and deal in freehold and leasehold ground rents and to make advances upon the security of land or house or other property, or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange, or otherwise with land and house property and any other property whether real or personal.
- (10) To manage, maintain, improve, and develop all or any part of the property, land, building, or buildings, business or rights of the Company and to operate or use or develop in conjunction or co-ownership with others, to lease, mortgage, underlet, exchange, surrender, sell, turn to account or otherwise deal with and dispose of the same for such consideration and on such terms and conditions as the Company may think fit, and in particular, for shares, debentures or securities of any company purchasing or acquiring any interest in the same.

- (11) To take, or acquire by subscription, purchase or otherwise, and accept, take, hold and sell shares, stocks, debentures or debenture stocks or any interest whatsoever in any company, or undertaking, which may seem to this Company expedient.
- (12) To enter into any arrangements with any governments or authorities, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority, any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (13) To let on lease or on hire the whole or any part of the real and movable property of the company on such terms as the company shall determine.
- (14) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company incorporated or carrying on business in Hong Kong or in the United Kingdom or in any of the countries in the British Commonwealth or in any foreign country, and debentures, debenture stocks, bonds, obligations and securities, issued or guaranteed by any government, sovereign ruler, commissioner, public body or authority, supreme, municipal, local or otherwise.
- (15) To receive money on deposit with or without allowance of interest thereon.
- (16) To pay for any business or undertaking, or any property, rights, shares, stock, bonds, debentures or other securities acquired by the Company, either in cash or shares, with or without preferenced or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company shall determine.
- (17) To sell the business or undertaking of the Company or any part thereof, including any shares, stock, bonds, debentures, mortgages, or other obligations or securities, or any or either of them, patents, trade marks, trade names, copyrights, licences or authorities or any estate, rights, property, privileges or assets of any kind.

- (18) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance of any obligation undertaken by the Company or any other person or company as the case may be.
- (19) To invest the moneys of the Company not immediately required upon such investments (other than shares in the Company) or property and in such manner as may from time to time be determined.
- (20) To enter into arrangements for partnership, sharing profits, reciprocal concessions, co-operation or otherwise with any company, corporation, or person having objects altogether or in part similar to those of this Company, or carrying on or about to carry on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (21) To enter into any arrangements for profit-sharing with any of the Directors or employees of the Company or of any company in which the Company may for the time being hold a share or shares (subject to the consent and approval of such company). To grant sums by way of bonus or allowance to any such directors or employees or their dependents or connections, and to establish or support, or aid in the establishment and support, of associations, institutions schools or conveniences calculated to benefit Directors or employees of the Company or its predecessors in business or any companies in which the Company owns a share or shares or the dependents or connections of such persons, to grant pension and to make payments towards insurance.
- (22) To enter into and issue notes, bonds, obligations, guarantees and evidences of indebtedness of every kind and description and to secure the same in such manner as the Company may think fit.
- (23) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.

- (24) To distribute any of the property of the Company amongst the Members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (25) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (26) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights.

It is hereby expressly declared that each of the preceding sub-clauses shall be construed independently of and shall be in no way limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and wheresoever domiciled, and the intention is that the object specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

Fourth:—The liability of the Members is limited.

Fifth:—The capital of the Company is HK\$10,000.00 divided into 10,000 shares of HK\$1.00 each. Upon any increase of capital the Company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto, may be altered or dealt with in accordance with the accompanying Articles of Association, but not otherwise.

WE, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names: —

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>For and on behalf of Fair Friend Enterprise Co. Ltd. (友嘉實業股份有限公司)</p> <p>(Sd.) CHEN Hsiang-Jung, director</p> <p>.....</p> <p>CHEN Hsiang-Jung, director No. 186, Yung Chi Road, Taipei, Taiwan. Corporation</p>	<p>One</p>
<p>(Sd.) CHEN Hsiang-Jung (陳向榮)</p> <p>No. 11, Alley 39, Lane 25, Ta Yeong Street, Chungho, Taipei Hsien, Taiwan. Merchant</p>	<p>One</p>
<p>Total Number of Shares Taken</p>	<p>Two</p>

Dated the 8th day of July 1993.

WITNESS to the above signatures:—

(Sd.) CHEN Chang Chiu
Solicitor,
Suite 1203,
No. 333, Sec. 1, Keelung Rd.,
Taipei, Taiwan.

THE COMPANIES ORDINANCE, (CHAPTER 32)

Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

GOOD FRIEND (H. K.) CORPORATION LIMITED
(友佳實業(香港)有限公司)

Preliminary

1. Subject as hereinafter provided, the regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to this Company, and be deemed to be incorporated with these Presents.

2. The following clauses of Table "A" namely, 24 to 26 inclusive, 41 to 44 inclusive, 55, 60, 64, 77, 79, 81, 82, 90 to 99 inclusive, 101, 114, and 115 to 123 inclusive, shall not apply or are modified as hereinafter appearing.

3. The Company is a Private Company within the meaning of Section 29 of the Companies Ordinance, (Chapter 32) and accordingly:—

- (a) No share in the Company shall be transferred except with the previous consent of the Directors.
- (b) The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company were, while in such employment, and have continued after the determination of such employment to be, Members of the Company) shall be limited to fifty, provided that for the purpose of this provision when two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member.
- (c) There shall be no invitation to the public to subscribe for any shares, debentures or debenture stock of the Company.

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Transfer of Shares

4. Clauses 24 to 28 of Table "A" is hereby modified as follows:—

The Directors may decline to register any transfer of shares to any person without giving any reason therefor. The Directors may suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to register any instrument of transfer, unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

5. All shareholders desiring to transfer share or shares must offer such share or shares to the existing shareholder or shareholders at a reasonable consideration acceptable to the Directors. The Directors may decline to register any transfer of shares without specifying grounds of doing so.

6. Any unissued shares when issued, must be offered to the existing shareholders of the Company at the first instance. If the existing shareholders do not wish to take up such shares, then these may be offered to such persons as the Directors may think fit, subject always to the provisions contained in Article 3 above.

Directors

7. Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than two.

8. All Directors shall hold office for a term of one year, and at the Ordinary General Meeting to be held in the year following the year in which this Company is incorporated and in each succeeding year thereafter, all Directors shall retire from office but they shall be eligible for re-election.

9. A Director shall not be required to hold any share in the Company.

10. The quorum of a Directors' Meeting shall be two Directors personally present or represented by their substitutes appointed under Article 13 hereof.

11. A Memorandum in writing signed by all the Directors for the time being annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the

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Directors passed at a Meeting duly convened, held, and constituted. A cable or telex message sent by a Director shall be deemed to be a document signed by him for the purposes of this clause.

12. The office of a Director shall be vacated if the Director:—

- (a) Resigns his office by notice in writing to the Company; or
- (b) Becomes bankrupt or makes any arrangement with his creditors generally; or
- (c) Becomes of unsound mind.

13. Subject to the approval of the Board, a Director may appoint any person to act for him as a substitute Director during his absence, and such appointment shall have effect and such appointee whilst he holds office as a substitute Director shall be entitled to notice of meetings of Directors, and to attend and vote thereat accordingly; but he shall not require any qualification, and he shall *ipso facto* vacate office if and when the appointor returns to Hong Kong or vacates office as a Director, or removes the appointee from office, and any appointment and removal under this Clause shall be effected by notice in writing under the hand of the Director making the same.

14. The Board of Directors when it may consider necessary, may from time to time, and at any time appoint any other persons to be Directors of the Company, and may at any time remove any Director howsoever appointed.

15. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

16. Subject to the provisions of Article 7 hereof, the Directors shall have power at any time, and from time to time, to appoint a person as an additional Director who shall retire from office at the next following Ordinary General Meeting, but shall be eligible for re-election by the Company at that meeting as an additional Director.

17. The Company may by a special resolution remove any Director and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

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18. Any Director may be employed by or hold any office of profit under the Company, except that of Auditors of the Company, and may act either personally or as a member of a firm or render any professional service to the Company, and may receive remuneration from the Company for so doing in addition to any remuneration payable to him as a Director.

General Management

19. The Board of Directors shall be entrusted with the general management and carrying on of the business of the Company, and shall have full power to do all such acts and things and enter into such contracts and engagements on behalf of the Company as it may consider necessary or desirable and may also appoint and remove or suspend any officers, clerks, accountants, agents, servants and other employees.

Powers Of Directors

20. The Directors, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 32), to these Articles, and to any regulations from time to time made by the Company in General Meeting, provided that no such regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

21. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:—

- (a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (b) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.
- (c) To engage, dismiss, and fix the salaries or emoluments of the employees of the Company.
- (d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Company.

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- (e) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (f) To make and give receipts, releases and other discharges for money payable to the Company, and for claims and demands of the Company.
- (g) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit, having regard to the Company's Memorandum of Association and from time to time to vary or realise any such investment.
- (h) To borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (i) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.
- (j) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purpose of the Company.
- (k) To give to any Director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowances (either by way of a share in the general profits of the Company or otherwise) to any persons introducing business to the Company or otherwise promoting or serving the interest thereof.
- (l) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.
- (m) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such purposes as the Directors may think fit.

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- (n) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any mortgages may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.
 - (o) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the Attorneys or agents of the Company with such powers (including power to subdelegate) and upon such terms as they think fit.
 - (p) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.
 - (q) To delegate any or all of the powers herein to any Director or other person or persons as the Directors may at any time think fit.

Seal And Cheques

22. The Seal of the Company shall be kept by the Directors and shall not be used except with their authority.

23. Unless otherwise determined by the Directors, every document required to be sealed with the Seal of the Company shall be deemed to be properly executed if sealed with the Seal of the Company and signed by one Director, or by such other person or persons as appointed by the Directors.

24. Unless otherwise determined by the Directors, all cheques, bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Company shall be signed by one Director, or by such other person or persons as appointed by the Directors.

General Meetings

25. For all purposes, the quorum for all general meetings shall be two members personally present or by proxy and entitled to vote and who hold between them not less than one-half of the paid-up capital of the company and no business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the business.

Votes Of Members

26. All voting of members in respect of any matter or matters shall be by poll and every member shall have one vote for each share of which he is the holder.

Division Of Profits

27. The net profits of the Company in each year shall be applied in or towards the formation of such reserve fund or funds and in or towards the payment of such dividends and bonuses as the Directors subject to the approval of the Company in General Meeting may decide.

28. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

29. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

30. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or for other moneys payable in respect of such share.

31. The Directors may retain any interest or dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

32. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

Miscellaneous

33. The First Secretary of the Company shall be SPL Management Limited who may resign from this office upon giving notice to the Company of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

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Names, Addresses and Descriptions of Subscribers

For and on behalf of
Fair Friend Enterprise Co. Ltd.
(友嘉實業股份有限公司)

(Sd.) CHEN Hsiang-Jung, director

.....
CHEN Hsiang-Jung, director
No. 186, Yung Chi Road,
Taipei,
Taiwan.
Corporation

(Sd.) CHEN Hsiang-Jung (陳向榮)
No. 11, Alley 39, Lane 25,
Ta Yeong Street,
Chungho,
Taipei Hsien,
Taiwan.
Merchant

Dated the 8th day of July 1993.

WITNESS to the above signatures:—

(Sd.) CHEN Chang Chiu
Solicitor,
Suite 1203,
No. 333, Sec. 1, Keelung Rd.,
Taipei, Taiwan.