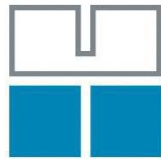


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**Hutchison Telecom**  
Hong Kong Holdings

**Hutchison Telecommunications  
Hong Kong Holdings Limited**

**和記電訊香港控股有限公司**

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

(Stock Code : 215)

**NOTICE OF ANNUAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that the Annual General Meeting of Hutchison Telecommunications Hong Kong Holdings Limited (the “Company”) will be held at Salon I, 1st Floor, Harbour Grand Kowloon, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong on Tuesday, 13 May 2014 at 11:45 a.m. for the following purposes:

1. To consider and adopt the audited financial statements together with the report of the directors and the report of the auditor for the year ended 31 December 2013.
2. To declare a final dividend.
3. To re-elect directors and to authorise the board of directors to fix the directors’ remuneration.
4. To re-appoint PricewaterhouseCoopers as the auditor and to authorise the board of directors to fix the auditor’s remuneration.

As special business, to consider and, if thought fit, pass the following resolutions no. 5, 6 and 7 as ordinary resolutions and resolution no. 8 as a special resolution:

**ORDINARY RESOLUTIONS**

5. **“THAT:**
  - (a) subject to paragraphs (b) and (c) of this resolution, the exercise by the board of directors of the Company (the “Directors”) during the Relevant Period (as defined below) of all the powers of the Company to allot, issue and otherwise deal with new shares of the Company (the “Shares”) and to allot, issue or grant securities convertible into Shares, or options, warrants or similar rights to subscribe for any Shares or such convertible securities, and to make or grant offers, agreements, options and warrants which would or might require the exercise of such powers be and is hereby generally and unconditionally approved;



- (b) the approval in paragraph (a) of this resolution shall not extend beyond the Relevant Period but shall authorise the Directors during the Relevant Period to make or grant offers, agreements, options and warrants which would or might require the exercise of such power after the end of the Relevant Period;
- (c) the aggregate nominal amount of share capital allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to Shares issued as a result of a Rights Issue (as defined below), the exercise of the subscription or conversion rights attaching to any warrants or any securities convertible into Shares or the exercise of the subscription rights under any option scheme or similar arrangement for the time being adopted for the grant or issue to persons such as officers and/or employees of the Company and/or any of its subsidiaries of Shares or rights to acquire Shares or any scrip dividend providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles of Association of the Company, shall not exceed 20% of the aggregate nominal amount of the share capital of the Company in issue on the date of passing this resolution and the said approval shall be limited accordingly; and

- (d) for the purposes of this resolution,

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association of the Company or any applicable law of the Cayman Islands to be held; and
- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting; and

“Rights Issue” means the allotment, issue or grant of Shares pursuant to an offer of Shares open for a period fixed by the Directors to holders of Shares on the register of members of the Company on a fixed record date in proportion to their then holdings of such Shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory applicable to the Company).”

6. **“THAT:**

- (a) subject to paragraph (b) of this resolution, the exercise by the Directors during the Relevant Period (as defined below) of all the powers of the Company to purchase or repurchase on The Stock Exchange of Hong Kong Limited (the “Stock Exchange”), or any other stock exchange on which the securities of the Company are or may be listed and recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose, Shares including any form of depositary shares representing the right to receive such



Shares issued by the Company and that the exercise by the Directors of all powers of the Company to repurchase such securities, subject to and in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on the Stock Exchange or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;

- (b) the aggregate nominal amount of the Shares which may be purchased or repurchased by the Company pursuant to the approval in paragraph (a) of this resolution during the Relevant Period shall not exceed 10% of the aggregate nominal amount of the share capital of the Company in issue on the date of this resolution, and the said approval shall be limited accordingly; and
  - (c) for the purposes of this resolution, “Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:
    - (i) the conclusion of the next annual general meeting of the Company;
    - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association of the Company or any applicable law of the Cayman Islands to be held; and
    - (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”
7. **“THAT** subject to the passing of Ordinary Resolutions No. 5 and 6 set out in the notice convening this meeting, the aggregate nominal amount of the share capital of the Company which may be purchased or repurchased by the Company pursuant to the authority granted to the Directors by Ordinary Resolution No. 6 set out in the notice convening this meeting shall be added to the aggregate nominal amount of the share capital of the Company that may be allotted or issued or agreed conditionally or unconditionally to be allotted or issued by the Directors pursuant to Ordinary Resolution No. 5 set out in the notice convening this meeting, provided that such shares shall not exceed 10% of the aggregate nominal amount of the share capital of the Company in issue on the date of this resolution.”

### **SPECIAL RESOLUTION**

8. **“THAT** the Articles of Association of the Company be altered in the following manner:
- (a) by deleting the existing definition of “associate” in Article 2(1) in its entirety and substituting the following therefor:

“ “associate”	has the meaning as that set out in the rules of the Designated Stock Exchange as amended from time to time.”
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  - (b) by adding the following definition in Article 2(1) immediately after the definition of “Auditor”:



“Black Rainstorm Warning” has the meaning attributed to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the laws of Hong Kong) as amended from time to time.”

- (c) by deleting the existing definition of “business day” in Article 2(1) in its entirety and substituting the following therefor:

“business day” shall mean a day on which the Designated Stock Exchange generally is open for the business of dealing in securities in Hong Kong. For the avoidance of doubt, where the Designated Stock Exchange is closed for the business of dealing in securities in Hong Kong on a business day for the reason of a Gale Warning, Black Rainstorm Warning or other similar event, such day shall for the purposes of these Articles be counted as a business day.”

- (d) by adding the following two definitions in Article 2(1) immediately after the definition of “clearing house”:

“close associate” (i) before 1 July 2014, shall have the meaning as that ascribed to “associate” in this Article 2(1); and (ii) on or after 1 July 2014, shall have the meaning as that set out in the rules of the Designated Stock Exchange effective from 1 July 2014 as amended from time to time.

“Companies Ordinance” the Companies Ordinance (Cap. 622 of the laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith and substituted therefor.”

- (e) by adding the following definition in Article 2(1) immediately after the definition of “dollars” and “\$”:

“Gale Warning” has the meaning attributed to it in the Interpretation and General Clauses Ordinance (Cap. 1 of the laws of Hong Kong) as amended from time to time.”

- (f) by deleting the punctuation “.” at the end of Article 2(2)(h) and substituting “; and” therefor as follows:



- “(h) references to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not; and”
- (g) by adding the following Article 2(2)(i) immediately after Article 2(2)(h):
- “(i) sections 8 and 19 of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply.”
- (h) by adding the following Article 59(3) immediately after Article 59(2):
- “(3) Notwithstanding any provisions to the contrary in these Articles, the Board shall have the power to provide in every notice calling a general meeting that if a Black Rainstorm Warning or a Gale Warning is in force at a specific time on the day of the general meeting as specified in such notice, the general meeting will not be held on that day (the “Scheduled Meeting Day”) but will without further notice be automatically postponed and by virtue of that same notice, be held instead at a time on an alternative day (as specified in such notice) that falls within seven (7) business days of the Scheduled Meeting Day. It shall not be a ground of objection to the validity of such notice that the notice calls a general meeting contingently on whether a Black Rainstorm Warning or a Gale Warning is in force at the relevant time as specified in such notice.”
- (i) by adding the following Article 61(3) immediately after Article 61(2):
- “(3) The Board may, at its absolute discretion, arrange for Members to attend a general meeting by simultaneous attendance and participation at meeting place(s) using electronic means anywhere in the world. The Members present in person or by proxy at the meeting place(s) shall be counted in the quorum for, and entitled to vote at, the relevant general meeting, and such general meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to hear and see all persons present who speak in the principal meeting place and any other meeting place(s) and are able to be heard and seen by other persons in the same way. The meeting place at which the chairman of the meeting is present shall be the principal meeting place and the meeting shall be deemed to take place at the principal meeting place.”
- (j) by deleting the existing Article 63 in its entirety and substituting the following therefor:
- “63. (1) The chairman of the Company shall preside as chairman at every general meeting. If at any meeting the chairman, is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present

in person or (in the case of a Member being a corporation) by its duly authorised representative or by proxy and entitled to vote shall elect one of their number to be chairman.

(2) The chairman of the meeting shall ensure that the meeting will be conducted in an orderly manner and shall have the power to take all such steps and actions as he deems appropriate to maintain order during the meeting.”

- (k) by deleting the existing Article 67 in its entirety and substituting the following therefor:

“67. The result of the poll, whether or not declared by the chairman at the meeting, shall be deemed to be the resolution of the meeting at which the poll was demanded. The poll result, as recorded in the scrutineers’ certificate and signed by the scrutineer, shall be conclusive evidence of such resolution of the meeting without further proof. The Company shall record in the minutes of the general meeting such result of the poll in accordance with the Law and be required to disclose the voting figures on a poll if such disclosure is required by the rules of the Designated Stock Exchange.”

- (l) by deleting the existing Article 76 in its entirety and substituting the following therefor:

“76. (1) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

(2) The Board may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy and notice of termination of the authority of a proxy).”

- (m) by deleting the existing Article 77 in its entirety and substituting the following therefor:

“77. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall (i) in the case of an appointment of proxy in hard copy form, be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; (ii) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting or in any appointment of proxy or any invitation to appoint a proxy sent out or made



available by the Company in relation to the meeting, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or, (iii) in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, be received not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.”

- (n) by deleting the existing Article 91 in its entirety and substituting the following therefor:

“91. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature (which may be handwritten or made electronically as provided in Article 119(2)) of an alternate Director or his agreement to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.”

- (o) by deleting the existing Article 100 in its entirety and substituting the following therefor:

“100. (1) Subject to the rules of the Designated Stock Exchange, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) is materially interested, but this prohibition shall not apply to any of the following matters namely:

- (a) any contract or arrangement for the giving to such Director or his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) any security or indemnity in respect of money lent by him or any of his close associate(s) (and other associate(s), as the case may be) or obligations incurred or undertaken by him or any of his close associate(s) (and other associate(s), as the case may be) at the request of or for the benefit of the Company or any of its subsidiaries;
- (b) any contract or arrangement for the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) has



himself/themselves assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;

- (c) any contract or arrangement concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase, where the Director or his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (d) any contract or arrangement in which the Director or his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company; or
- (e) any proposal or arrangement concerning the adoption, modification or operation of a share option scheme, a pension fund or retirement, death or disability benefits scheme or other arrangement which relates both to Directors or his close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) and to employees of the Company or of any of its subsidiaries and does not provide in respect of any Director, or his close associate(s) (and other associate(s), as the case may be), as such any privilege or advantage not accorded generally to the class of persons to which such scheme or fund relates.

(2) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

(3) The Company may by ordinary resolution ratify any transaction not duly authorised by reason of a contravention of this Article provided that no Director who or whose close associate(s) (and if required by the rules of the Designated Stock Exchange, his other associate(s)) is/are materially interested in such transaction, together with any of his close associate(s) (and other





associate(s), as the case may be), shall vote upon such ordinary resolution in respect of any shares in the Company in which they are interested or be counted in the quorum.”

- (p) by deleting the existing Article 101(4) in its entirety and substituting the following therefor:

“(4) Except as would be permitted by the Companies Ordinance as if the Company were a company incorporated in Hong Kong, the Company shall not:

- (a) make a loan to (1) a Director or (2) a director of a holding company of the Company or (3) a body corporate controlled by a Director or a director of a holding company of the Company;
- (b) give a guarantee or provide security in connection with a loan made by any person to (1) a Director or (2) a director of a holding company of the Company or (3) a body corporate controlled by a Director or a director of a holding company of the Company;
- (c) make a quasi-loan to (1) a Director or (2) a director of a holding company of the Company;
- (d) give a guarantee or provide security in connection with a quasi-loan made by any person to (1) a Director or (2) a director of a holding company of the Company;
- (e) make a loan or a quasi-loan to (1) an entity connected with a Director or (2) an associate of a Director or (3) an entity connected with a director of a holding company of the Company;
- (f) give a guarantee or provide security in connection with a loan or a quasi-loan made by any person to (1) an entity connected with a Director or (2) an associate of a Director or (3) an entity connected with a director of a holding company of the Company;
- (g) enter into a credit transaction as creditor for (1) a Director or (2) a director of a holding company of the Company or (3) an entity connected with a Director or (4) an associate of a Director or (5) an entity connected with a director of a holding company of the Company; or

- (h) give a guarantee or provide security in connection with a credit transaction entered into by any person as creditor for (1) a Director or (2) a director of a holding company of the Company or (3) an entity connected with a Director or (4) an associate of a Director or (5) an entity connected with a director of a holding company of the Company.

In this Article, “an entity connected with a Director” or “an entity connected with a director” shall have the same meaning as that for “an entity connected with a director or former director of a company” set out in Section 486(1) of the Companies Ordinance.

Article 101(4) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.”

- (q) by deleting the existing Article 113(2) in its entirety and substituting the following therefor:

“(2) Directors may participate in any meeting of the Board by means of a conference telephone or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person and is counted in a quorum and entitled to vote. So long as a quorum is present, all business transacted at a meeting of the Board or a committee of the Board is for the purposes of these Articles deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board even if less than two Directors or alternate Directors may be physically present at the same place. The meeting is deemed to take place where the largest group of Directors participating is assembled or, if there is no such group, where the chairman of the meeting then is.”

- (r) by deleting the existing Article 119 in its entirety and substituting the following therefor:

“119. (1) A resolution in writing signed or otherwise agreed to by all the Directors (or their alternate Directors) except those who are absent from Hong Kong or temporarily unable to act through ill-health or disability shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of board duly convened and held.

(2) A Director or alternate Director signifies agreement to a resolution in writing by sending to the Company the resolution in writing in hard copy form duly signed or by notifying the Company in hard copy form or in electronic form with authentication as to identity of that Director or his alternate Director:

- (a) identifying the resolution to which it relates; and



- (b) indicating that Director's agreement to the resolution.

Without prejudice to any provisions contained in these Articles and subject to any applicable laws, rules and regulations, any signature of the Director or alternate Director to any such resolution in writing may be made electronically, and any such resolution bearing the electronic signature of any Director or alternate Director shall be as valid and effectual as if it were bearing the handwritten signature of the relevant Director or alternate Director. Any such resolution in writing may consist of several documents in like form each signed (whether in handwritten form or in electronic form as aforesaid) by one or more of the Directors or alternate Directors.

(3) The agreement of a Director or alternate Director to a resolution in writing, once signified by following the procedures set out in this Article 119, may not be revoked.”

- (s) by deleting the existing Article 141 in its entirety and substituting the following therefor:

“141. Whenever the Board resolves and, where required in accordance with Article 133, with the sanction of the Company in general meeting, that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied in whole or in part by the distribution of specific assets of any kind, including in particular paid up shares, debentures, warrants to subscribe for securities of the Company or any other company or in one or more of such ways, with or without an alternative (whether as a mandatory term of the distribution, with a right for Members to elect, or otherwise) to receive such dividend or any part thereof in cash and/or in any form of specified alternative assets. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may disregard fractional entitlements or round the same up or down, determine that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the Members concerned, issue certificates in respect of fractional shares, fix the value for distribution of such specific assets or any part thereof, and may make such adjustments in respect of the rights of all parties concerned as the Board deems appropriate (including adjustments by way of cash payments), whether upon the footing of the value so fixed or otherwise and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any instrument of transfer and other documents on behalf of the party entitled to the dividend and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.”



- (t) by deleting the existing Article 142(1)(a) in its entirety and substituting the following therefor:

“142. (1) Whenever the Board resolves and, where required in accordance with Article 133, with the sanction of the Company in general meeting, that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:

- (a) that such dividend be satisfied in whole or in part in the form of an allotment of shares credited as fully paid up, provided that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
  - (i) the basis of any such allotment shall be determined by the Board;
  - (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised (“the non-elected shares”) and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or” ”

The register of members of the Company will be closed from Thursday, 8 May 2014 to Tuesday, 13 May 2014, both days inclusive.

By Order of the Board

**Edith SHIH**  
Company Secretary

Hong Kong, 4 April 2014

Notes:

1. *In order to be entitled to attend and vote at the meeting (or at any adjournment thereof), all transfers accompanied by the relevant share certificates must be lodged with the Hong Kong Share Registrar of the Company (Computershare Hong Kong Investor Services Limited at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong) for registration no later than 4:30 p.m. on Wednesday, 7 May 2014.*
2. *In order to be qualified for the proposed final dividend payable on Wednesday, 28 May 2014, all transfers accompanied by the relevant share certificates must be lodged with the Hong Kong Share Registrar of the Company (Computershare Hong Kong Investor Services Limited at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong) for registration no later than 4:30 p.m. on Monday, 19 May 2014, being the record date for determining members' entitlements to the proposed final dividend.*
3. *Only members are entitled to attend and vote at the meeting (or at any adjournment thereof).*
4. *A member entitled to attend and vote at the meeting (or at any adjournment thereof) is entitled to appoint one or more proxies to attend and, on a poll, vote instead of that member. A proxy needs not be a member of the Company. To be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, must be deposited at the principal place of business of the Company at 22nd Floor, Hutchison House, 10 Harcourt Road, Hong Kong no less than 48 hours before the time appointed for holding the meeting (or any adjournment thereof) (as the case may be).*
5. *At the meeting (or at any adjournment thereof), the chairman of the meeting will put each of the resolutions set out in the notice of the meeting to the vote by way of a poll.*
6. *With respect to Ordinary Resolution No. 5, the directors wish to state that they have no immediate plans to issue any new shares of the Company. Approval is being sought from the members under Ordinary Resolution No. 5 as a general mandate for the purposes of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.*
7. *A circular containing the information regarding, inter alia, the proposed re-election of retiring directors, general mandates to issue shares and repurchase shares, and amendments to the Articles of Association of the Company will be sent to the members of the Company together with the 2013 Annual Report of the Company.*
8. *If tropical cyclone warning signal no. 8 or above remains hoisted or a black rainstorm warning signal is in force at 9:00 a.m. on the date of the meeting, the meeting will be postponed. Members may call the hotline (852) 3166 8888 or visit the website of the Company ([www.hthkh.com](http://www.hthkh.com)) for details of the postponement and alternative meeting arrangements.*

*The meeting will be held as scheduled when an amber or red rainstorm warning signal is in force.*

*Members should make their own decision as to whether they would attend the meeting under bad weather conditions bearing in mind their own situations and if they should choose to so do, they are advised to exercise care and caution.*

9. *This Notice is in English and Chinese. In case of any inconsistency, the English version shall prevail.*



As at the date of this announcement, the Directors of the Company are:

**Chairman and Non-executive Director:**

Mr FOK Kin Ning, Canning

*(also Alternate to*

*Mrs CHOW WOO Mo Fong, Susan)*

**Deputy Chairman and Non-executive Director:**

Mr LUI Dennis Pok Man

**Executive Director:**

Mr WONG King Fai, Peter

**Non-executive Directors:**

Mrs CHOW WOO Mo Fong, Susan

Mr Frank John SIXT

Mr LAI Kai Ming, Dominic

*(also Alternate to Mr Frank John SIXT)*

Mr MA Lai Chee, Gerald

*(Alternate to Mr LAI Kai Ming, Dominic)*

**Independent Non-executive Directors:**

Mr CHEONG Ying Chew, Henry

*(also Alternate to*

*Dr WONG Yick Ming, Rosanna)*

Dr LAN Hong Tsung, David

Dr WONG Yick Ming, Rosanna

