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INTERNATIONAL BANK OF ASIA LIMITED

港基國際銀行有限公司

(incorporated in Hong Kong under the Companies Ordinance)

(Stock Code: 636)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of International Bank of Asia Limited (the “Company”) will be held in the Auditorium, 7th Floor, International Bank of Asia Building, 38 Des Voeux Road Central, Hong Kong on Monday, 21 February 2005 at 9:30 a.m. to consider and, if thought fit, pass, with or without amendments, the following resolutions as Special Resolutions:

- (1) **THAT** the name of the Company be changed from “INTERNATIONAL BANK OF ASIA LIMITED (港基國際銀行有限公司)” to “FUBON BANK (HONG KONG) LIMITED 富邦銀行(香港)有限公司” and the Directors be and are hereby authorized to perform all such acts, deeds and things as they may, in their absolute discretion, deem fit, to effect and implement the change of name of the Company.
- (2) **THAT** the Articles of Association of the Company shall be amended as follows:
 - (a) by altering Article 2 in the following manner:
 - (i) deleting the word “associate” and its definition and substituting therefor the following:
“**“associate”** shall have the meaning given to it in the Listing Rules”;
 - (ii) adding the following definitions:
“**“Listing Rules”** means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;
“**“Recognized Clearing House”** means a recognized clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)”
 - (b) by altering Article 11 in the following manner:
 - (i) adding the words “within ten (10) business days after the” immediately following the words “allotment or” in the first sentence of Article 11;
 - (ii) adding at the end of Article 11 the following new sentence:

“For the purposes of this Article 11 “business day” means any day on which a recognized stock market is open for the business of dealing in securities; and “transfer” means a transfer duly stamped and otherwise valid, and does not include such a transfer as the Company is for any reason entitled to refuse to register and does not register.”

- (c) by deleting the number “2” in Article 12 and substituting therefor the number “2.5”;
- (d) by adding immediately after the first sentence of Article 32 the following sentence:

“The machine imprinted signature on an instrument of transfer may be accepted by the Company for the purpose of such transfer subject to any terms which the Company may impose.”
- (e) by deleting the number “2” in Article 36 and substituting therefor the number “2.5”;
- (f) by adding at the end of Article 56 the following sentence:

“If any Member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.”
- (g) by deleting the heading “PROXIES” immediately before Article 68 and substituting therefor, a new heading:

“PROXIES AND CORPORATE REPRESENTATIVES”
- (h) by altering Article 68 in the following manner:
 - (i) numbering the existing paragraph of Article 68 as sub-clause (A) of Article 68;
 - (ii) adding the following as sub-clause (B) of Article 68:

“(B) Subject to Article 68(C), any corporation which is a Member may in accordance with the Ordinance authorize such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.”
 - (iii) adding the following as sub-clause (C) of Article 68:

“(C) If a Member (or warrant holder of the Company) is, or is a nominee of, a Recognized Clearing House, it may authorize such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of Members (or warrant holders’ meeting) provided that, if more than one person is so authorized, the authorization must specify the number and class of shares (or warrants) in respect of which each such person is so authorized. Each person so authorized will be entitled to exercise the same powers on behalf of the Recognized Clearing House or its nominee as that Recognized Clearing House or its nominee could exercise if it were an individual Member (or warrant holder of the Company).”
- (i) by deleting the word “special” in the first sentence of Article 78 and substituting therefor the word “ordinary”;
- (j) by deleting the words “not less than seven and not more than twenty-eight days before the day appointed for the meeting” in the first sentence of Article 79 and substituting therefor the following words:

“during the period of seven days commencing on and including the day after the despatch of the notice of the meeting and ending no later than seven days before the date of the meeting”;

- (k) by adding the following sentence immediately after the first sentence of Article 87(B):

“The Director appointing the alternate Director shall not be vicariously liable for any tort committed by the alternate Director while the alternate Director is acting in the capacity of an alternate Director.”

- (l) by deleting Articles 89(H) and (I) in their entirety and substituting therefor the following new Article 89(H):

“89(H) Save as otherwise provided by these Articles, a Director shall not be entitled to vote in respect of any contract or arrangement in which he or any of his associates is materially interested and shall not be counted in the quorum present at the meeting at which such contract or arrangement is considered, but this prohibition shall not apply to any of the following matters namely:–

- (i) any contract or arrangement for giving to such Director or any of his associate(s) any security or indemnity in respect of money lent by him or any of his associate(s) or obligations undertaken by him or any of his associates at the request of or for the benefit of the Company;
- (ii) any contract or arrangement for the giving by the Company of any security or indemnity to a third party in respect of a debt or obligation of the Company which the Director or any of his associate(s) has/have assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security;
- (iii) any contract or arrangement concerning an offer of shares, debentures or other securities of or by the Company for subscription or purchase where the Director or any of his associate(s) is/are or is/are to be interested as a participant in the underwriting or subunderwriting of the offer;
- (iv) any contract or arrangement concerning another company in which the Director or any of his associate(s) is/are interested (directly or indirectly) whether as an officer or executive or shareholder or by virtue of his or any of his associates’ interest in shares or debentures or other securities of such company, provided that he, together with any of his associates, are not in aggregate beneficially interested in five (5) per cent or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associates is derived) or of the voting rights;
- (v) any proposal concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to Directors, their associates and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or any of his associate(s) as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates;
- (vi) any arrangement for the benefit of employees of the Company or of any of its subsidiaries under which the Director or any of his associate(s) benefits in a similar manner as the employees and which does not accord to any director or any of his associate(s) as such any privilege or advantage not accorded to the employees to whom such arrangement relates; and

- (vii) such other exceptions applicable to all listed companies as shall be approved and notified to such companies by the Stock Exchange from time to time.”
- (m) by re-numbering Article 89(J) as Article 89(I);
- (n) by altering Article 107 in the following manner:
- (i) by adding immediately after the words “to the Company for this purpose” in the first sentence the following words:
- “or by facsimile at the facsimile number from time to time notified to the Company for this purpose by such Director or by electronic mail at the electronic mail address from time to time notified to the Company for this purpose by such Director or in such other manner as the Board may from time to time determine”
- (ii) by deleting in the second sentence of Article 107 the words “in writing to him at his last known address or any other address given by him to the Company for this purpose” and substituting therefor the following words:
- “to him in any such manner as described above in this Article 107”
- (o) by adding immediately after the second sentence of Article 108 the following sentence:
- “A meeting of the Directors may be held by means of telephone or videoconferencing or any other electronic means provided that all participants are thereby able to communicate immediately by voice with all other participants.”
- (p) by altering Article 125(A) by adding after the words “paid by” in the first sentence the following words:
- “direct debit, bank transfer or other automated system of bank transfer, or by”
- (q) by deleting the existing Article 134 in its entirety and substituting therefor the following new Article 134:
- “134(A) The Directors shall, from time to time, in accordance with the Ordinance, cause to be prepared and to be laid before the annual general meeting of the Company the relevant financial documents required by the Ordinance. The Directors may also cause to be prepared a summary financial report if they think fit, which may be provided to Members and/or debenture holders instead of the relevant financial documents in accordance with the requirements of the Ordinance and any rules prescribed by the Stock Exchange.
- (B) Subject to paragraph (C) below, a copy of the relevant financial documents or the summary financial report shall, not less than 21 days before the annual general meeting, be sent by post to the registered address of every Member and debenture holder of the Company, or in the case of a joint holding to the Member or debenture holder (as the case may be) whose name stands first in the appropriate Register in respect of the joint holding. No accidental non-compliance with the provisions of this Article shall invalidate the proceedings at the meeting.
- (C) Where a Member or debenture holder of the Company has, in accordance with the Ordinance and any rules prescribed by the Stock Exchange from time to time, consented to treat the making available of the relevant financial documents and/or the summary financial report on the Company’s computer network or the making available of the relevant financial documents and/or the summary financial report in any manner, including by way of any other form of electronic communication, as discharging the Company’s obligation under paragraph (B) to send a copy of the relevant financial documents and/or the summary financial report to such
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person, then subject to compliance with the publication and notification requirements of the Ordinance and any rules prescribed by the Stock Exchange from time to time, the making available by the Company on the Company's computer network of the relevant financial documents and/or the summary financial report not less than 21 days before the date of the annual general meeting or the making available of the relevant financial documents and/or summary financial report in such other manner for such other period on or before such date as is permitted under the applicable law shall, in relation to each such Member or debenture holder of the Company, be deemed to discharge the Company's obligations under paragraph (B) above.

(D) For the purpose of this Article, "relevant financial documents" and "summary financial report" shall have the meaning ascribed to them in the Ordinance."

(r) by deleting the existing Article 136 in its entirety and substituting therefor the following new Article 136:

"136. Any notice or document to be given or issued by or on behalf of the Company under these Articles shall be in writing, except that any such notice or document to be given or issued by or on behalf of the Company under these Articles (including any "corporate communication" within the meaning ascribed thereto in the Listing Rules) shall be in writing which may or may not be in a transitory form and may be recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form (including an electronic communication and publication on a computer network) whether having physical substance or not may be served or delivered by the Company by any of the following means subject to and to such extent permitted by and in accordance with the Ordinance, the Listing Rules and any other applicable laws, rules and regulations:

(i) personally;

(ii) by sending it through the post in a properly prepaid letter, envelope or wrapper addressed to a Member at his registered address as appearing in the Register or in the case of another entitled person (as defined in the Ordinance), to such address as he may provide;

(iii) by delivering or leaving it at such address as aforesaid;

(iv) by advertisement in both an English language newspaper and a Chinese language newspaper in Hong Kong;

(v) by transmitting it as an electronic communication to the entitled person at such electronic address as he may have provided; or

(vi) by publishing it on the Company's computer network.

In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be sufficient notice to all the joint holders."

(s) by deleting the existing Article 137 in its entirety and substituting therefor the following new Article 137:

"137. Any notice or document (including any "corporate communication" within the meaning ascribed thereto in the Listing Rules) given or issued by or on behalf of the Company:

- (i) if sent by post, shall be deemed to have been served or delivered on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office (airmail if posted from Hong Kong to an address outside Hong Kong) and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so properly prepaid, addressed and put into such post office shall be conclusive evidence thereof;
 - (ii) if not sent by post but delivered or left at a registered address by the Company, shall be deemed to have been served or delivered on the day it was so delivered or left;
 - (iii) if published by way of a newspaper advertisement, shall be deemed to have been served or delivered on the date on which it is advertised in one English language newspaper and one Chinese language newspaper in Hong Kong.
 - (iv) if sent as an electronic communication, shall be deemed to have been served or delivered at the time when the notice or document is transmitted electronically provided that no notification that the electronic communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served; and
 - (v) if published on the Company's computer network, shall be deemed to have been served on the day on which the notice or document is published on the Company's computer network to which the entitled person may have access."
- (t) by adding after Article 137 the following new Article 137A:
- "137A (i) The signature to any notice or document given or issued by or on behalf of the Company may be written, typed, printed or made electronically.
- (ii) Subject to any applicable laws, rules and regulations, any notice or document, including but not limited to the documents referred to in Article 134 and any "corporate communication" within the meaning ascribed thereto in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language."
- (u) by altering Article 141 in the following manner:
- (i) numbering the existing paragraph of Article 141 as sub-clause (A) of Article 141;
 - (ii) adding the following as sub-clause (B) of Article 141:
 - "(B) The Company may purchase and maintain insurance for the benefit of the Company and/or any related company and/or of any Director, Executive Director, manager, secretary, officer or auditor of the Company against:
 - (a) (in the case of the Company and/or any related company) any loss, damage, liability and claim which it may suffer or sustain in connection with any breach by the Directors (and/or other officers and/or other persons) or any of them of their duties to the Company;
 - (b) (in the case of any Director, Executive Director, manager, secretary, officer and auditor of the Company) any liability to the Company, a related

company or any other party in respect of any negligence, default, breach of duty or breach of trust (save for fraud) of which he may be guilty in relation to the Company or a related company; and

- (c) (in the case of any Director, Executive Director, manager, secretary, officer and auditor of the Company) any liability incurred by him in defending any proceedings, whether civil or criminal, taken against him for any negligence, default, breach of duty or breach of trust (including fraud) of which he may be guilty in relation to the Company or a related company.

For the purpose of this Article 141(B), “related company” means any company that is the Company’s subsidiary or holding company or a subsidiary of that holding company.”

By order of the Board
International Bank of Asia Limited
Ivan Young
Company Secretary

Hong Kong, 26 January 2005

Notes:

- (a) A member entitled to attend and vote at the above meeting may appoint a proxy to attend and vote in his or her place. The number of proxy so appointed shall not exceed two. A proxy need not be a member of the Company. A form of proxy for use at the meeting is enclosed. Whether or not you are able to attend the meeting, you are requested to complete and return the form of proxy in accordance with the instructions thereon. All proxies must be deposited with the Company Secretary, International Bank of Asia Limited at 8th Floor, International Bank of Asia Building, 38 Des Voeux Road Central, Hong Kong, not less than 48 hours before the time of the Meeting.
- (b) Pursuant to Article 57 of the Articles, at the EGM a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded by (a) the chairman of the meeting; or (b) at least three members present in person or by proxy and entitled to vote; or (c) any member or members present in person or by proxy and representing in aggregate not less than one-tenth of the total voting rights of all members having the right to attend and vote at the meeting; or (d) any member or members present in person or by proxy and holding shares in the Company conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right. On a show of hands every member who is present in person at the EGM shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share in the capital of the Company of which he is the holder.
- (c) The Memorandum and Articles of Association of the Company are written in English. There is no official Chinese translation in respect thereof. Therefore, the Chinese version of the Resolution as set out in item (2) above on amendments of Articles of Association is purely a translation only. Should there be any discrepancies, the English version will prevail. The purposes of the amendments are included in a separate circular to members of the Company which is despatched to members with this Notice.

As at the date of this notice, the Board comprises Jin-Yi Lee (Managing Director and Chief Executive Officer), Fan Sheung Yam, Horace as Executive Directors; Ming-Hsing (Richard) Tsai (Chairman), Ming-Chung (Daniel) Tsai (Vice Chairman), Wing-Fai Ng, Victor Kung, Jesse Ding as Non-Executive Directors; and Robert James Kenrick, Moses Tsang, Hung Shih as Independent Non-Executive Directors.

Please also refer to the published version of this announcement in South China Morning Post dated 26 January 2005.