

THE COMPANIES ORDINANCE (CHAPTER 622)

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SPECIAL RESOLUTION

OF

THE JOSEPHIAN ASSOCIATION LIMITED

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Passed on 26<sup>th</sup> December 2016

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The following resolution was duly passed as a SPECIAL RESOLUTION at an Annual General Meeting of the Company held on 26<sup>th</sup> December 2016 at Silverbox Ballroom, Hotel ICON, 17 Science Museum Road, Tsim Sha Tsui East, Kowloon, Hong Kong.

(1) By Amending paragraphs 3 and 4 of the Memorandum of Association as follows :-

3. The Objects of the Association are :

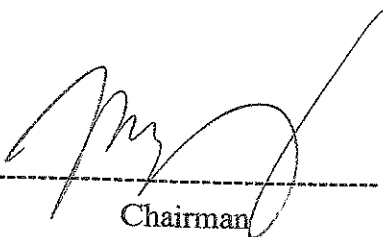
- (a) to support the welfare and development of St. Joseph's Anglo-Chinese School (hereinafter called "the School") and of its students through such means as the provision of financing grants and scholarships to students from disadvantaged family background and/or students of distinguished achievements in academic, art and sports fields;
- (b) on a non-profit making basis, to promote and organize activities, training courses, scholarships, grants, awards and prizes to enhance the standard and quality of the education for the benefits of the students and teachers of the School;
- (c) on a non-profit making basis, to promote and organize activities and seminars to educate and arouse the interests and participations of students and teachers, and of their respective family members, in social responsibilities, environmental issues and charitable events but will not indulge in any activities involving/express support to any individuals/groups or corporations engaged in political activities of any forms;
- (d) to promote and arouse public awareness on the importance of a quality and happy education in Hong Kong and China;
- (e) to promote, co-ordinate and undertake activities to promote and advance education in Hong Kong and China. To co-operate and co-ordinate with other organization or institutions for providing educational, developmental, social and recreational facilities for children, the youth, the aged and sick in Hong Kong and China, regardless of race, nationality and religion; and
- (f) to do all such lawful things as are incidental or conducive to the attainment

of the above objects or any of them.

4. The Association shall be a non-profit making and charitable organization. The income and property of the Association shall be applied solely towards the promotion of the object of the Association as set forth herein, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to members of the Association PROVIDED that nothing herein shall prevent the payment in good faith, of remuneration to any officers or servants of the Association, or to any member of the Association in return for any service actually rendered to the Association and PROVIDED FURTHER that no member of the board of directors shall be appointed to any salaried office of the Association, or any office of the Association paid by fees and no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the board of directors.

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(3) ~~(2)~~ By Amending paragraph 43 of the Articles of Association as follows :

- (a) to remove the word "Seven" and substitute it by "Six".

  
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Chairman

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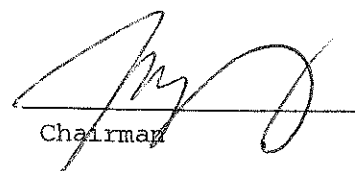
(2) By Amending paragraph 4 of the Article of Association as follows:

4.1 Every application for membership shall be made in one of the following manners:

4.1.1 By applying in writing signed by the applicant and shall be in such form as the Association shall from time to time provided for in such a manner or manners as the Board of Directors may from time to time determine. The signed application form can be sent to the Association by hand, post, fax or email to such of the Association's addresses or numbers designated by the Association from time to time.

4.1.2 By applying online via an online portal provided for by the Association following the procedures and requirements set out in the portal from time to time

4.2 Every application for membership shall be considered first by the Directors and if the application is approved by them the applicant will, on paying the entrance fee (at such rate as decided by the Directors from time to time), become a member of the Association. The Directors have the right to refuse any application for membership without mentioning any reason therefor.

  
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Chairman

THE COMPANIES ORDINANCE (CHAPTER 32)

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SPECIAL RESOLUTION

OF

COPY

THE JOSEPHIAN ASSOCIATION LIMITED

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Passed on 14<sup>th</sup> December 2013

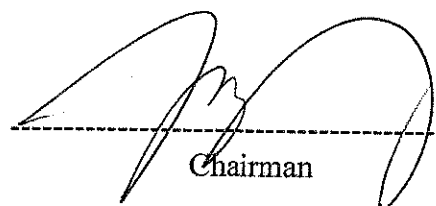
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The following resolution was duly passed as a SPECIAL RESOLUTION at an Annual General Meeting of the Company held on 14<sup>th</sup> December 2013 at Yau Yat Chuen Garden city Club, 7 Cassia Road, Yau Yat Chuen, Kowloon, Hong Kong.

That paragraph 4 & 11 of the Articles of Association be amended as follows :-

4. Every application for membership shall be made in writing signed by the applicant and shall be in such forms as the Association shall from time to time provided for in such a manner or manners as the Board of Directors may from time to time determine. The signed application form can be sent to the Association by hand, post, fax or email to such of the Association's addresses or numbers designated by the Association from time to time. Every application for membership shall be considered first by the Directors and if the application is approved by them the applicant will, on paying the entrance fee, become a member of the Association. The Directors have the right to refuse any application for membership without mentioning any reason therefor.
  
11. Subject to the provisions of section 116(1) of the Ordinance relating to special resolutions, fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day on which the notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Association in general meeting, to such person as are under the Articles of the Association, entitled to receive such notices from the Association and entitled to vote.



  
Chairman

COPY

Company No.311461

THE COMPANIES ORDINANCE (CHAPTER 32)

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SPECIAL RESOLUTION

OF

THE JOSEPHIAN ASSOCIATION LIMITED

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Passed on 1<sup>st</sup> December 2012

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The following resolution was duly passed as a SPECIAL RESOLUTION at an Annual General Meeting of the Company held on 1<sup>st</sup> December 2012 at Yau Yat Chuen Garden city Club, 7 Cassia Road, Yau Yat Chuen, Kowloon, Hong Kong.

1. That paragraph 44 of the Articles of Association be amended as follows :-

44.1 The Directors shall, at their first meeting after the Annual General Meeting, elect among themselves a Chairman, a Vice-Chairman, a Secretary, a Treasurer, a respective representative to the School Management Committees of St. Joseph's Anglo-Chinese Primary School or such other representative of representatives as may from time to time be determined by the Directors.

44.2 The alumni manager to the Incorporated Management Committee of St. Joseph's Anglo-Chinese School shall be elected in accordance with Rules for Election to IMC of St. Joseph's Anglo-Chinese School appended hereto as appendix I which may be revised by the board of directors whenever they deem necessary.

2. That the Articles of Association of the Company be amended by adding the following Appendix :-

Appendix I

Rules for Election to IMC of St. Joseph's Anglo-Chinese School

Definition

" alumni manager"

means alumni manager to the IMC of St. Joseph's Anglo Chinese School

"IMC"

means Incorporated Management Committee

- “Chairman”** means chairman of the board of directors of the Association
- “Vice-Chairman”** means vice-chairman of the board of directors of the Association
- “Concerned Party”** means a candidate who wants to appeal against the result of an alumni manager election. In order to be qualified as a Concerned Party he must have taken part in the alumni manager election which he wants to take issue

### **The Candidature**

- 1.1 All alumni of the secondary school are eligible to become candidates of alumni manager of the secondary school.
- 1.2 Before or during the course of election the candidate is required to produce such evidence as the Returning Officer may require to prove his eligibility. In case of doubt the Returning Officer may reject him to run for the office and the Returning Officer’s decision shall be final.
2. An alumnus should not be nominated in the event of the following situations —
  - (i) He is a serving teacher of the school; or
  - (ii) He does not meet the registration requirements of managers set out in section 30 of the Education Ordinance.
3. If an alumnus is participating or going to participate in an election to the IMC in another category such as parent manager or teacher manager he shall not be allowed to participate in the election of alumni manager.

### **Tenure**

- 4.1 The term of office of an alumni manager is 2 years commencing from 1 September.
- 4.2 The term of an alumni manger elected from a by-election to fill a casual vacancy shall be subject to retirement at the same time as if he had become an alumini manager on the day on which the alumni manager in whose place he is appointed was last elected.

### **Nomination Procedures**

#### **Returning Officer**

5. The Vice-Chairman shall be the Returning Officer monitoring the nominations and supervising the issue of ballot papers and counting of votes. If the Vice-Chairman is running for the office of alumni manager he shall not act as the Returning Officer and the board of directors shall elect among themselves a Returning Officer.

### Period of Nomination

6. The election for alumni manager shall be held at the Annual General Meeting of the election year or on such date and venue as may be specified by the board of directors from time to time.
7. The election for alumni manager shall be called by at least 30 days' notice.
8. The notice shall be deemed to be brought to the notice of all alumni by posting it on the Association website, on a Chinese newspaper for one day and on the notice board of the school and send the notice through emails to members' email address kept in the Association's record.
9. The notice shall specify the time and venue of the election of alumni manager; the number of vacancies and the time limit within which a candidate has to file its nomination form and the date of announcement of result.

### Nomination

10. In order to be eligible to stand for election, the nomination form duly signed by the candidate and a seconder who must be an alumni of the secondary school, have to be returned to the registered office by hand or by post on or before the stipulated date, in respect of which time is of the essence. 30  
+14
- 10.1 Each candidate should append to the nomination form a brief statement (within 100 words) of his personal information to the Returning Officer.
- 10.2 An alumni may nominate one candidate for the secondary school manager only.
11. Within 14 days date after the stipulation date the Returning Officer shall cause list of candidates and their respective seconders and their respective brief statements and declaration to be circulated to the members by way of posting on the Association website; The Returning Officer shall have the absolute discretion to publish the brief statements and declaration or not.
12. Any errors on and omission of the notice and the circular shall not in any way render the notice ineffective or the election void.
13. If no nomination is received on the stipulated date, the board of directors may extend the deadline of nomination or conducting the election again after a lapse of some time.

### **Election Procedures**

- 14.1 Election shall be by way of secret ballot.
- 14.2 Only a member who is also an alumnus of the secondary school shall be entitled to vote. Such member shall receive a ballot form.
- 14.3 The election shall be by way of simple majority. In case of equality of votes, a second round of voting will be conducted. In case of equality of votes in the second round, the outcome shall be determined by drawing lots.

Notwithstanding anything contained to the contrary in the memorandum and articles of association, in respect of election, neither the Returning Officer nor the Chairman shall have a casting vote.

- 14.4 Votes may be counted simultaneously after the casting of votes and the result declared to the meeting as soon as practicable.
- 14.5 In case if there is only one candidate after the time for nomination shall have elapsed he shall be deemed to be the alumni manager elect and no election procedure under this paragraph is required to be carried out.

#### **Electors' Eligibility**

15. All members of the Association are eligible to vote and shall have equal voting right.

#### **Announcing Results**

16. The Returning Officer should inform all its members of the results of the election by way of posting it on the Association website.
17. Unsuccessful candidate may, within one week of the announcement, appeal to the board of directors in writing together with the reasons.

#### **Appeal Procedure**

- 18.1 Concerned Party submits an appeal in writing to the Chairman within fifteen working days after the election. The appeal shall contain the name, address and contact of the Concerned Party, the grounds of appeal with evidence in support.
- 18.2 Within three working days upon the receipt of the appeal, the Chairman shall acknowledge receipt of the appeal to the Concerned Party in writing with copy thereof to the Secretary of the Board and the Returning Office.
- 18.3 Within five working days upon the receipt of the appeal, the Chairman shall establish an Initial Review Committee composed of three members including the Chairman and two fellow directors, to consider the appeal.
- 18.4 Within twenty-one working days upon the receipt of the appeal, the Chairman shall notify the Concerned Party in writing of the judgment and/or decision made by the Initial Review Committee.
- 18.5 If the Concerned Party is not satisfied with the decision he shall submit a final appeal within five working days upon the receipt or deemed receipt of the judgment and/or decision, in which he must present counter-arguments and/or additional information to support his final appeal.
- 18.6 Within five working days upon the receipt of the final appeal, the Chairman shall establish a Final Review Committee composed of five members, including the Chairman, three directors, and one lay-member (alumnus), to consider the appeal. The composition of the Final Review Committee is such that save and except the Chairman, the other four members should not have sat on Initial Review Committee constituted for the same subject

matter.

- 18.7 Within twenty-one working days upon the receipt of the final appeal, on behalf of the Final Review Committee, the Chairman shall notify the Concerned Party in writing regarding the decision of the Final Review Committee. This decision is final and conclusive.
- 18.8 Time is of the essence. No appeal or final appeal can be made out of time.
- 18.9 Any person running for the office for a year shall not be appointed to the Initial and Final Review Committee of that year. If the Chairman is running for office the procedure laid down in this paragraph shall be adopted to the effect that the Secretary of the Board shall assume the role taken by the Chairman. If the Secretary and the Chairman are running for the office the Board shall by resolution nominate another person to stand in their stead.

#### **Follow-up Actions after Election**

19. Within 10 days after election or after the appeal or final appeal is heard and decided or that the time for appeal or final appeal has lapsed, the Association should nominate to the IMC the alumnus elected as an alumni manager of the school.

#### **Filling of casual vacancies**

20. If an alumni manager vacancy arises as a result of an alumni manager resigning, dismissed or disqualified or being refused registration under s.30 of the Education Ordinance prior to or during his term of office, the Association shall conduct a by-election in the same manner as aforesaid to elect another alumni manager to fill the vacancy within three months.

Dated the 1<sup>st</sup> day of December 2012

  
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Chairman



MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**THE JOSEPHIAN ASSOCIATION LIMITED**  
**( 聖若瑟校友會有限公司 )**

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Incorporated the 28th day of May, 1991.

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P.H. SIN & CO.  
*Solicitors & Notaries*  
Hong Kong

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*Reprinted by*  
Honorway Registrations Limited  
Tel: 2543-3399

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(As altered and adopted by Special Resolutions passed on 3rd December 2005 and 10th October 2011)

Company No. 311461

**THE JOSEPHIAN ASSOCIATION LIMITED**  
**( 聖若瑟校友會有限公司 )**

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**SPECIAL RESOLUTION**

Passed on the 10th day of October 2011

At an Extraordinary General Meeting of the Company held at 46 New Clear Water Bay Road, Kowloon at 7:30 p.m. the following Special Resolution was passed :

“THAT the Memorandum of Association be altered and amended in the manners as per copy annexed.”

(Sd.) Li Chi Sheung

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Full Name : LI Chi Sheung (李志尚)  
(Chairman)

No. 311461

編號

[COPY]

(副本)

CERTIFICATE OF INCORPORATION

公司註冊證書

I HEREBY CERTIFY that

本人茲證明

**THE JOSEPHIAN ASSOCIATION LIMITED**

( 聖若瑟校友會有限公司 )

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

GIVEN under my hand this Twenty-eighth day of May One Thousand Nine  
簽署於一九九一年五月二十八日。  
Hundred and Ninety-one.

(Sd.) Mrs. V. Yam

.....  
p. Registrar General  
(Registrar of Companies)

Hong Kong

香港註冊總署署長暨公司註冊官

(註冊主任任李韻文代行)

THE COMPANIES ORDINANCE (CHAPTER 32)

---

Company Limited by Guarantee  
and not having a Share Capital

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MEMORANDUM OF ASSOCIATION

OF

**THE JOSEPHIAN ASSOCIATION LIMITED**

**( 聖若瑟校友會有限公司 )**

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1. The name of the Company is "THE JOSEPHIAN ASSOCIATION LIMITED (聖若瑟校友會有限公司)" ("the Association").
2. The registered office of the Association will be situated in Hong Kong.
3. The objects for which the Association is established are to enable all St. Joseph's Anglo-Chinese School graduates, St. Joseph's Anglo-Chinese Primary School graduates and other school leavers of over the age of 18 group together for the furtherance of the following purposes
  - (1) To maintain and promote fraternal love among its members.
  - (2) To organize recreational activities and social gatherings for its members.
  - (3) To further wherever possible the interests and the development of the Alma Mater, St. Joseph's Anglo-Chinese School, St. Joseph's Anglo-Chinese Primary School, and of the OBA hereinafter referred to in the Articles of Association of the Association.
  - (4) To promote education in Hong Kong.
  - (5) To establish, undertake, support superintend, administer and contribute to any benevolent fund from whence may be made donations financial assistance or advances or deserving persons engaged in educational pursuits and to contribute to or otherwise assist any educational undertakings.
  - (6) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property which may be deemed necessary or convenient for any of the purpose of the Association.
  - (7) To grant, sell, convey, assign, surrender, exchange, partition, yield up, mortgage, demise, reassign, transfer or otherwise dispose of any property, real or personal, which is for time being vested in the Association upon such terms as may seem fit.
  - (8) To receive or borrow any money required for the purposes of the Association upon such terms and on such securities as may be determined.

- (9) To invest the moneys of the Association upon such securities or otherwise in such manner as may from time to time be determined.
  - (10) To grant scholarships, financial aid and prizes.
  - (11) To raise money by any lawful means for the purposes of the Association.
  - (12) To accept gifts, donations and endowments for all or any of the purposes herein provided.
  - (13) To do all such other things as are incidental, conducive to the attainment of all or any of the objects herein provided.
4. The income and property of the Association shall be applied solely towards the promotion of the objects of the Association as set forth herein and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise as profit, to members of the Association.

Provided that nothing herein shall prevent payment in good faith of—

- (a) reasonable and proper remuneration to any officers or servants of the Association, even though such officers are also members of the Association;
- (b) reasonable and proper remuneration to any member of the Association for services actually rendered;
- (c) interest at a reasonable rate on money lent by any member to the Association;

subject to the condition that no director or member of a governing body of the Association shall receive any fees or benefit in money or money's worth for his service as director or member of such governing body except repayment of out-of-pocket expenses, professional work done or interest on money lent as aforesaid.

5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association, contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding ten dollars.
7. It upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property, whatsoever, the same shall not be paid or distributed among the members of the Association but shall be given to such charities, institutions or funds of a charitable character as the Directors of the Association shall direct.
8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force, shall be open to the inspection of the members, Once at least in every year the accounts of the Association shall be examined, and the correctness of the balance sheet as ascertained by one or more the properly authorized auditor or auditors.

WE, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company pursuant of this Memorandum of Association.

Name, Addresses and Descriptions of Subscribers

(Sd.) MICHAEL YIU-SUM HO  
MICHAEL YIU-SUM HO (何耀森)  
1 I Parkland Drive  
Discovery Bay  
Hong Kong  
Finance & Administration Director

(Sd.) ALLAN WONG TAI PANG  
ALLAN TAI PANG WONG (黃大鵬)  
12/F, 11 Duddell Street  
Ruttonjee Centre  
Hong Kong  
Manager

Dated the 16th day of April, 1991.  
WITNESS to the above signatures:

(Sd.) Tang Wai Keong Simon  
Tang Wai Keong Simon  
Solicitor, Hong Kong.  
The Chinese General Chamber of Commerce Building,  
3/F, 24-25 Connaught Road Central, Hong Kong.

WE, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company pursuant of this Memorandum of Association.

Name, Addresses and Descriptions of Subscribers

(Sd.) AU-YEUNG SHIU KAU PETER  
AU-YEUNG SHIU KAU PETER (歐陽兆球)  
312 Sai Yeung Choi Street  
1/F Front Portion, Mongkok  
Kowloon  
Accountant

(Sd.) YEUNG WAI HUNG PETER  
YEUNG WAI HUNG PETER (楊偉雄)  
9, Victory Ave., G/F.,  
Kowloon,  
Hong Kong  
Solicitor

Dated the 16th day of April, 1991.  
WITNESS to the above signatures:

(Sd.) Tang Wai Keong Simon  
Tang Wai Keong Simon  
Solicitor, Hong Kong.  
The Chinese General Chamber of Commerce Building,  
3/F, 24-25 Connaught Road Central, Hong Kong.

THE COMPANIES ORDINANCE (CHAPTER 32)

---

Company Limited by Guarantee  
and not having a Share Capital

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ARTICLE OF ASSOCIATION

OF

**THE JOSEPHIAN ASSOCIATION LIMITED**  
**( 聖若瑟校友會有限公司 )**

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**Preliminary**

1. In these Articles -

- “Association” means the above-named Company;
- “OBA” means the Old Boys’ Association of St. Joseph’s Anglo-Chinese School;
- “member” means a member of the Association;
- “Ordinance” means the Companies Ordinance, (Chapter 32);

Words denoting masculine gender include the feminine gender and the singular the plural.

**Members**

2. (a) The number of members with which the Association proposes to be registered is unlimited.
- (b) The subscribers to the Memorandum of Association shall be the first members of the Association and such other persons enrolled to membership under these Articles shall be members of the Association.
3. All St. Joseph’s Anglo-Chinese School’s graduates, St. Joseph’s Anglo-Chinese Primary School’s graduates and other school leavers over the age of 18 are eligible to apply for membership of the Association.
4. Every application for membership shall be made in writing signed by the applicant and shall be in such form as the Association shall from time to time provide or in such a manner or manners as the Board of Directors may from time to time determine. Every application for membership shall be considered first by the Directors and if the application is approved by them the applicant will, on paying the entrance fee, become a member of the Association. The Directors have the right to refuse any application for membership without mentioning any reason therefor.



5. Any member of the Association may resign his membership by written notice of his resignation delivered to the Secretary before the close of the financial year; otherwise he shall remain liable for the subscription, if any, for the ensuing year.

#### **Patron and Honorary Membership**

6. The director shall have power to propose any person to be an Honorary President, Honorary Governor, or Honorary Member (hereinafter collectively called "Honorary Membership").
7. The Board of Directors shall in the Directors' meeting approve by a majority vote the appointment or removal of the Honorary Membership. The quorum of the said meeting shall be 10.

#### **General Meetings**

8. The first general meeting shall be held at such time not being less than one month nor more than three months after the incorporation of the Association, and at such place as the Directors may determine.
9. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed and convened by the Directors. In default of a general meeting being so held a general meeting shall be held in the month next following and may be convened by any ten or more members holding a total of not less than ten per cent of the voting rights on such date and in such place as they think fit after giving not less than seven clear days' notice to the Directors.
10. The Board of Directors may, whenever they think fit, convene an extraordinary general meeting at such time or place as the Board thinks fit.

Provided that voting members with voting rights may also convene such extraordinary general meeting in accordance with the provisions of section 113 of the Ordinance.

#### **Notice of General Meetings**

11. Subject to the provisions of section 116(2) of the Ordinance relating to special resolutions, fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day on which the notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Association in general meeting, to such person as are under the Articles of the Association, entitled to receive such notices from the Association and entitled to vote.
12. The accidental omission to give notice of a meeting to, or non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

#### **Proceedings at General Meetings**

13. All business shall be deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an ordinary meeting, with the exception of consideration of accounts, balance sheets, and the ordinary report of the Board of Directors and auditors, and the fixing of the remuneration of the auditors.
14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided ten members personally present shall be a quorum.

15. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the following week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
16. The Chairman of the Board of Directors, or in his absence the Vice-Chairman, shall preside as Chairman at every general meeting of the Association.
17. If there is no chairman or Vice-Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the member with voting rights present shall choose one of them to be Chairman.
18. The Chairman, with the consent of any meeting at which a quorum is present, may (and, if so directed by the meeting, shall) adjourn the meeting from time to time and from place to place:  
  
Provided that-
  - (a) no business other than those left unfinished may be transacted at an adjourned meeting;
  - (b) when a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
19. At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two voting members present in person or by proxy and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Association shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.
20. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. In the case of an equality of votes, whether on show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

#### **Votes of Members**

22. Every member subject as herein provided shall be entitled to one vote.
23. A member shall not have any voting right at any meeting if-
  - (a) he has not been a member for 3 calendar months reckoned from the date of his admission to membership.
  - (b) he has not paid his annual subscription to the Association for the year in which the meeting is held seven clear days prior to such meeting and the Association is in existence; or
  - (c) he has not paid all moneys, if any, payable by him to the Association; or
  - (d) he is of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy.

24. When a member purports to exercise his rights as a voting member he shall (if required) first satisfy the Directors that he is a voting member for the occasion:

Provided that the production of a membership card (if any) of the Association shall be prima facie evidence of his membership of the Association.

25. On a poll votes may be given either personally or by proxy. The number of proxy held by each member shall be limited to 5.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer who must be a member. A proxy must be a member of the Association.
27. The instrument appointing a proxy, if any, under which it is signed or shall be deposited at the registered office of the Association not less than twenty-four hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
28. Every instrument appointing a proxy shall be in such form as the Board of Directors may prescribe at the Directors' meeting.
29. The instrument appointing a proxy shall be deemed to confer authority to demand or join the demanding a poll.

#### **Entrance Fee and Annual Subscription**

30. The entrance fee and annual subscriptions payable by a member of the Association shall be decided by the Board of Directors from time to time.

#### **Directors**

31. Until otherwise determined by a general meeting the number of Directors shall be not less than ten and not more than twenty.
32. The first Directors shall be-

Au Yeung Shiu Kau Peter  
Ho Yiu Sum Michael  
Li Siu Wai Andrew  
Yeung Wai Hung Peter  
Choi Kin Fung David  
Wong Tai Pang Allan  
Tsoi Kim Lop John  
Chan Kwai Cheung Daniel  
Wong Chiu Kee Henry  
Tse Li Chun

33. No person shall be elected a Director unless he is-
- (a) a subscriber to the Memorandum of Association, or
  - (b) a member of 24 months standing, or
  - (c) appointed as Honorary Membership of the Association.

34. The Board of Directors shall have power at any time, and from time to time, to appoint any other qualified person or persons whether or not such person or persons satisfy the requirements in Article 33 above as Director by a majority vote of the Board of Directors, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next Annual General Meeting of the Association and he shall then be eligible for re-election.
35. The continuing Directors may act notwithstanding any vacancy in their body but if the number falls below the minimum above fixed the Directors shall not, except in emergencies or for the purpose of filling vacancies, act so long as the number is below the minimum.

#### **Disqualification of Directors**

36. The office of a Director shall ipso facto be vacated-
- (a) if he becomes a bankrupt or suspends payment or compounds with his creditors;
  - (b) if he is found a lunatic or becomes of unsound mind;
  - (c) if he ceases to hold the requisite qualification for his office;
  - (d) if by notice in writing to the Association he resigns his office;
  - (e) if he is absent from the meetings of the Directors for a continuous period of three or more months without the consent of the Chairman of the Board of Directors;
  - (f) if he becomes prohibited from being a Director by reason of any order made under the laws of Hong Kong;
  - (g) if he is removed by the Association under the provisions of this Article.

#### **Retirement of Directors**

37. Each of the Directors shall hold office for a period of not more than two Annual General Meetings and shall retire from office at the 2nd Annual General Meeting next following the Annual General Meeting at which he was elected.
38. A retiring Director shall be eligible for re-election.
39. The Association in general meeting may, subject to the provision of these Articles, from time to time, elect new Directors and may increase or reduce the number of Directors in office and may determine the term such increased or reduced member of Directors is to hold office or go out of office.
40. The Association in any general meeting may fill up the vacated offices by electing a like number of qualified persons to be Directors, and may fill up any other vacancies.
41. The Association may in any general meeting by special resolution remove any Director before the expiration of his period of office, and may subject to the provisions hereof by ordinary resolution appoint another qualified person in his stead: the person so appointed shall hold office for such remaining period the removed Director would have held.

42. The Association shall keep at its registered office a register containing the names and addresses and occupations of its Directors and shall send to the Registrar of Companies a copy of such register and shall from time to time notify the Registrar any change that takes place in such Directors as required by the laws of Hong Kong.
43. The Directors may meet together for the dispatch of business and otherwise regulate their meetings and proceedings as they think fit. ~~Seven Directors~~ shall be a quorum. A Director interested is to be counted in a quorum notwithstanding his interest.
44. The Directors shall, at their first meeting after the Annual General Meeting, elect among themselves a Chairman, a Vice-Chairman, a Secretary, a Treasurer, two respective representatives to the School Management Committees of St. Joseph's Anglo-Chinese School and St. Joseph's Anglo-Chinese Primary School or such other representative of representatives as may from time to time be determined by the Directors.
45. The Chairman elected under the provision hereinabove shall not hold office for a consecutive period of ~~four terms of chairmanship~~.
46. Questions arising at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman of the meeting shall have a second and casting vote.
47. The Chairman may, at any time, and upon the request of two directors shall, convene a meeting of the Directors. The Chairman shall preside at such meetings and in his absence at any meeting the Directors shall elect among themselves a temporary Chairman for that meeting.
48. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Association for the time being vested in or exercisable by the Directors.
49. The Board of Directors may delegate any of its powers to a committee headed by at least one of the Directors ("the Committee"), and may, from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.
50. All acts done by any meeting of the Directors or the Committee or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
51. A resolution in writing signed by all the Directors shall be as valid as if it has been passed at a meeting of the Directors duly called and constituted.

#### Minutes

52. The Directors shall cause minutes to be duly entered in books provided for the purposes-
  - (a) of all appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Directors and of the Committee;
  - (c) of orders made by the Directors and by the Committee;

- (d) of all resolutions and proceedings of general meetings and of meetings of the Directors and the Committees.

And any such minutes of any meeting of the Directors or of any committee, or of the Association, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes. The books containing the minutes of general meetings shall be kept at the office of the Association, and shall be open to inspection of members between 10 a.m. and 3 p.m. of each day.

#### **Powers of Directors**

- 53. The management of business of the Association shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Association is by its Memorandum of Association or otherwise authorized to exercise or do.
- 54. Without prejudice to the general power conferred by the last preceding Article and to the other powers conferred by these presents 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 Association;
  - (b) to purchase, or otherwise acquire for the Association any property, rights or privileges, which the Association is authorized to acquire, at such price, and generally on such terms and conditions as they think fit;
  - (c) at their discretion, to pay for any property, rights or privileges acquired by, or services rendered to the Association, either wholly or partially in cash or in bonds, debentures, or other securities may be either specially charged upon all or any part of the property of the Association and its uncalled capital, or not so charged;
  - (d) to secure the fulfillment of any contracts or engagements entered into by the Association, by mortgage or charge of all or any of the property of the Association, or in such other manner as they may think fit;
  - (e) to appoint any person (whether incorporated or not) to accept and hold in trust for the Association any property belonging to the Association, or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee;
  - (f) to institute, conduct, defend, compromise, or abandon any legal proceedings by or against the Association, or its officers, or employees, or otherwise concerning the Association, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Association;
  - (g) to refer any claims or demands by or against the Association to arbitration, and observe and perform the awards;
  - (h) to make and give receipts, releases and other discharges for money payable to the Association, and for the claims and demands of the Association;
  - (i) to determine who shall be entitled to sign on behalf of the Association bills, notes, receipts, acceptances, indorsements, releases, contracts and documents;

- (j) from time to time to provide for the management of the affairs of the Association abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or agents of the Association with such powers, including power to sub-delegate and upon such terms as may be thought fit;
- (k) to invest and deal with any of the money of the Association not immediately required for the purpose thereof upon such securities and investments and in such manner as they may think fit, and from time to time to vary or realize such investments;
- (l) to execute in the name and on behalf of the Association, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Association, such mortgage of the property of the Association (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon;
- (m) from time to time to make, vary and repeal by-laws for the regulation of the business of the Association, its officers and servants;
- (n) 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 Association as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Association;
- (o) in general to do all or any of the things set out as the objects of the Association in its Memorandum of Association.

#### **The Seal**

- 55. The Directors shall provide for the safe custody of the seal of the Association, and the seal shall never be used except by the authority of the Directors.
- 56. All deeds or instruments requiring the seal of the Association shall be signed by the Chairman or the Vice-Chairman and the Treasurer or Secretary and any one of the Directors.
- 57. All cheques drawn on the Association's banking account and all orders for payment, promissory notes and other negotiable instruments made or issued by the Association shall be signed by any two of the following officeholders, namely, Chairman, Vice-Chairman, Treasurer and Secretary.
- 58. All other contracts and instruments entered into by the Association in the ordinary course of business shall be signed by the Chairman or Vice-Chairman and the Secretary or the Treasurer.

#### **Accounts**

- 59. The Directors shall cause true accounts to be kept-
  - (a) of the sums of moneys received and expended by the Association, and the matters in respect of which such receipt and expenditure takes place;
  - (b) of the assets and liabilities of the Association; and
  - (c) of all other matters necessary for showing the true state and condition of the Association.

The books of accounts shall be kept at the office of the Association or at such other place or places as the Directors think fit, and shall at all times be open to inspection by the Directors.

60. The Directors shall from time to time determine whether and to what extent, and at what times and places, and under what conditions or regulations, the accounts, and books of the Association, or any of them, shall be open to the inspection of the members; and no member shall have any right of inspecting any account or book of the Association, except as conferred by Ordinance or authorized by the Directors, or by a resolution of the Association in general meeting.
61. At the Annual General Meeting in every year, except the first Annual General Meeting, the Directors shall lay before the meeting an income and expenditure account and a balance sheet, containing a summary of the assets and liabilities of the Association made up to a date not more than six months before the meeting, from the time when the last preceding account and balance sheet were made up, and in the case of first account and balance sheet, from the incorporation of the Association, and such balance sheet and account shall comply with the laws of Hong Kong, but the Directors shall not be bound to disclose greater details than they may deem expedient.
62. Every such account and balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Association, and the account, report and balance sheet shall be signed by two Directors of the Association.
63. A printed copy of such account, balance sheet and report shall not less than seven days before the meeting be served on each member, in the manner in which notices are hereinafter directed to be served.

#### **Audit**

64. Once at least in every year the accounts of the Association shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more auditor or auditors.
65. The Association at each Annual General Meeting shall appoint an auditor or auditors to hold office until the next Annual General Meeting, and their appointment, remuneration, rights and duties shall be regulated by the laws of Hong Kong
66. Every account of the Association when audited and approved by a General Meeting, shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

#### **Notices**

67. Each notice or other communication or document to be given, made or delivered by the Association to any member shall be in writing in the English or Chinese language and shall be delivered by leaving it at or sending it by air mail or e-mail or facsimile or any other electronic means to such member's address, e-mail address or facsimile number as kept in the Association's record or such other address, e-mail address or facsimile number as the member may specify by notice in writing to the Association.
68. Any notice required to be given by the Association to the members, or any of them, shall be sufficiently given if given by advertisement.
69. Any notice by a court of law, or otherwise, required or allowed to be given by the Association to the members or any of them by advertisement, shall be sufficiently advertised if advertised once each in two daily Chinese newspapers in Hong Kong.



### **Winding-up**

70. The provision of clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

Name, Addresses and Descriptions of Subscribers

(Sd.) MICHAEL YIU-SUM HO  
MICHAEL YIU-SUM HO (何耀森)  
1 I Parkland Drive  
Discovery Bay  
Hong Kong  
Finance & Administration Director

(Sd.) ALLAN WONG TAI PANG  
ALLAN TAI PANG WONG (黃大鵬)  
12/F, 11 Duddell Street  
Ruttonjee Centre  
Hong Kong  
Manager

Dated the 16th day of April, 1991.

WITNESS to the above signatures:

(Sd.) Tang Wai Keong Simon  
Tang Wai Keong Simon  
Solicitor, Hong Kong.  
The Chinese General Chamber of Commerce Building,  
3/F, 24-25 Connaught Road Central, Hong Kong.

Name, Addresses and Descriptions of Subscribers

(Sd.) AU-YEUNG SHIU KAU PETER  
AU-YEUNG SHIU KAU PETER (歐陽兆球)  
312 Sai Yeung Choi Street  
1/F Front Portion, Mongkok  
Kowloon  
Accountant

(Sd.) YEUNG WAI HUNG PETER  
YEUNG WAI HUNG PETER (楊偉雄)  
9, Victory Ave., G/F.,  
Kowloon,  
Hong Kong  
Solicitor

Dated the 16th day of April, 1991.

WITNESS to the above signatures:

(Sd.) Tang Wai Keong Simon  
Tang Wai Keong Simon  
Solicitor, Hong Kong.  
The Chinese General Chamber of Commerce Building,  
3/F, 24-25 Connaught Road Central, Hong Kong.