

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

STANLEY FORT MINI-RUGBY CLUB LIMITED
(赤柱炮台小型橄欖球會有限公司)

Incorporated the _____ day of _____ 199

REGISTERED ON
24 AUG 1993
for Registrar of Companies

Fee transferred
Vide R/NDD 15349
for HK\$ 600
on 12.7.1993

BAKER & MCKENZIE
1401 Hutchison House
10 Harcourt Road
Hong Kong

No. 446812
編號



COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第 32 章
公司條例

CERTIFICATE OF CHANGE OF NAME
公司更改名稱證書

I hereby certify that

本人謹此證明

STANLEY FORT RUGBY FOOTBALL CLUB LIMITED

赤柱炮台橄欖球會有限公司

having by special resolution changed its name, is now incorporated under
經通過特別決議，已將其名稱更改，該公司的註冊名

the name of
稱現為

VALLEY FORT RUGBY FOOTBALL CLUB LIMITED

赤柱炮台橄欖球會有限公司

Issued by the undersigned on 24 November 2004.

本證書於二〇〇四年十一月廿四日簽發。

MISS R. CHEUNG

for Registrar of Companies
Hong Kong

香港公司註冊處處長
(公司註冊主任 張潔心 代行)

No. 446812
編號



COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第 32 章
公司條例

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

公司更改名稱
註冊證書

I hereby certify that
本人謹此證明

STANLEY FORT MINI-RUGBY CLUB LIMITED
(赤柱炮台小型橄欖球會有限公司)

having by special resolution changed its name, is now incorporated under
經通過特別決議，已將其名稱更改，該公司的註冊名

the name of
稱現為

STANLEY FORT RUGBY FOOTBALL CLUB LIMITED
赤柱炮台橄欖球會有限公司

Issued by the undersigned on 6 November 2002.

本證書於二〇〇二年十一月六日簽發。

MISS R. CHEUNG

for Registrar of Companies
Hong Kong

香港公司註冊處處長
(公司註冊主任 張潔心 代行)

CR 2002 C41

Company No:
446812

THE COMPANIES ORDINANCE
(CHAPTER 32)
SPECIAL RESOLUTION
OF
Stanley Fort Mini-Rugby Club Limited
赤柱炮台小型橄欖球會有限公司

Passed on 19 August 2002


At an Annual General Meeting of the Company duly convened and held at The Curry Pot Restaurant, 90B, 6th Floor, Stanley Main Street, Stanley, Hong Kong, the following Special Resolutions were duly passed:-

- (a) THAT the second last paragraph of Article 1 of the Club's Articles of Association shall be deleted and replaced with the following:

"Expressions referring to writing include references to typewriting, printing, lithography, photography facsimile, telex messages, electronic means of communication and any other modes of representing or reproducing words in a legible and non-transitory form."

- (b) THAT Article 65 of the Articles of Association shall be deleted in its entirety and replaced by the following:


"A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address or otherwise made available using electronic or other means to such address as appears in the register of Members. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent using electronic means, which shall include a notice of a meeting, service of the notice shall be deemed to have been effected at the time when the notice was sent as an electronic mail."


signature
(Jonathan Price)
Chairman of the meeting

Presentor's
Name: Linklaters
Address: 10/F, Alexandra House
Chater Road, Central
HONG KONG
Telephone No.: 2842 4125
Fax No.: 2810 8133

For Official Use

收件日期 RECEIVED
30-10-2002
公司註冊處(行政組)
COMPANIES REGISTRY
(Administration Section)


63748042 446812
SR R
(U)
(C)
30/10/2002 (325)

No.
編號

[COPY]

CERTIFICATE OF INCORPORATION
公司註冊證書

I HEREBY CERTIFY that
本人茲證明

STANLEY FORT MINI-RUGBY CLUB LIMITED

(赤柱炮台小型橄欖球會有限公司)

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

GIVEN under my hand this day of 日。
簽署於一九九 年 月
Thousand Nine Hundred and Ninety-

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 代行)

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Guarantee and not
having a share capital

MEMORANDUM OF ASSOCIATION

OF

STANLEY FORT MINI-RUGBY CLUB LIMITED

(赤柱炮台小型橄欖球會有限公司)

1. The name of the company is Stanley Fort Mini-Rugby Club Limited (赤柱炮台小型橄欖球會有限公司) (hereinafter called "the Club").
2. The registered office of the Club will be situated in Hong Kong.
3. The objects for which the Club is established are:
 - (a) To establish, maintain and conduct a sports and social club to provide facilities for rugby and other athletic sports or pursuits of any kind or type whatsoever, whether related to rugby or not and whether played or performed with a ball or otherwise.
 - (b) To promote all athletic sports and pursuits.
 - (c) To conduct and maintain a rugby field or fields for the purposes of the Club, and to erect and provide Club houses, lavatories, kitchens, refreshment rooms, workshops and other conveniences in connection therewith, to maintain the same, and to permit the same and the property of the Club to be used by members and other persons either gratuitously or for payment.
 - (d) To hire and employ teachers, instructors, secretaries, clerks, managers, servants, workmen and other servants, and to pay to them, and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions.

- (e) To promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions, and matches and to offer, give or contribute towards prizes, medals and awards, and to promote give or support dinners, balls, concerts and other functions.
- (f) To subscribe to or to become a member of any other association, institution or club whose objects are similar, or in part similar, to the objects of the Club; Provided that no subscription shall be paid to any such other association, institution or club by the Club, except bona fide in furtherance of the objects of the Club.
- (g) To engage in all other activities necessary or desirable for the fulfilment or advancement of the objects of the Club.
- (h) To purchase, take on lease, hire or otherwise acquire in Hong Kong or elsewhere any real or personal property or any rights or interests therein which the Club may think necessary or convenient for effectuating any of its objects or purposes.
- (i) To work, use, maintain and improve to sell, allot, surrender, mortgage, charge, lease, dispose of or otherwise deal with all or any part of the property of the Club.
- (j) To hire, occupy, equip and operate any buildings of any kind in Hong Kong or elsewhere which may be deemed by the Club useful or likely to benefit either directly or indirectly the interests of the Club or otherwise to further the objects of the Club in any way.
- (k) To purchase, take on lease, hire or otherwise acquire any equipment, plant, machinery, furniture, fixtures, fittings, chattels and goods of any nature or description which may be necessary or conveniently used in connection with fulfilling the objects of the Club, and to sell or otherwise dispose of the same.
- (l) To accept any gift of property, whether subject to any special trust or not, for the benefit of the Club.
- (m) To take such steps as may be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the form of donations, membership fees, subscriptions or otherwise.
- (n) To take over all the property, effects, benefits and liabilities of the present unincorporated club known as the Stanley Fort Mini-Rugby Club.
- (o) To buy, prepare, make, supply, sell and deal in all kinds of apparatus, sporting or otherwise, and all kinds of provisions and refreshments required or used by Members of the Club or other persons frequenting the facilities or events of the Club.

- (p) To promote, give, support or hold either alone or in conjunction with any other corporation, association, club or person any dinner, meeting, competition, exhibition, sporting activity, concert, function, performance or other event of any kind with a view to furthering the Club's objects and/or the raising of money for the purposes of the Club and to authorize, give, contribute to and distribute prizes, awards, benefits and bonuses in connection therewith.
- (q) To borrow or raise and give security for money or obligations by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage, charge, lien or other encumbrance upon all or any of the property or assets of the Club.
- (r) To invest and deal with the monies of the Club not immediately required for its purposes in such investments, property or securities in such manner as may from time to time be determined by the Club.
- (s) To enter into any arrangements or contracts with any Governments or authorities, municipal, local or otherwise or any person or company that may be conducive to the objects of the Club or any of them, and to obtain from any such Government, authority, person or company any rights, privileges and concessions which the Club may think desirable to obtain and to carry out, exercise and comply with any such arrangements, contracts, rights, privileges and concessions.
- (t) To obtain any Order in Council, enactment or Ordinance for enabling the Club to carry out any of its objects for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Club's interests.
- (u) To establish relationships with, to support, to promote or assist in establishing or promoting, to subscribe to or become a member of, to support, to amalgamate with or to enter into any partnership with, any charitable association, club or company whose objects are similar or in any part similar to the objects of the Club or the establishment or the promotion of which may be beneficial to the Club.
- (v) To co-operate with or assist any charitable associations, clubs or other persons in any way which the Club shall think proper and to enter into or adopt any agreement or arrangement with such associations, clubs or other persons.
- (w) To purchase or otherwise acquire and undertake all or any part of the property, liabilities and engagements of any company, institution, society or association having objects altogether or in part similar to those of the Club.
- (x) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Club.

- (y) To support and subscribe to any charitable or public body and any institution, society or club which may be for the benefit of the Club or its employees, to give pensions, gratuities or charitable aid to any persons employed or who may have been employed by the Club or to the spouse, widow, widower, children or other dependants of any such employee or former employee of the Club and to make payments or contributions to any fund or insurance for the purchase or provision of any such gratuity, pension or allowance.
- (z) To do all such other things as are incidental or conducive to the above objects or any of them.

Provided that:-

- (i) In case the Club shall take or hold any property which may be subject to any trusts, the Club will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Club shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap. 32) are hereby excluded.

4. The income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the Members of the Club.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club in return for any service actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding 12 per cent per annum or 2 per cent above the prime rate established by the Hong Kong Association of Bankers whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any member to the Club; but so that no director shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Club to any director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club provided that the provision last aforesaid shall not apply to any payment to any company of which a director may be a member and in which such member shall hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members of the Club is limited.

6. Every member of the Club undertakes to contribute to the assets of the Club in the event of its being wound-up whilst he is a member, or within 1 year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceased to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding HK\$10.00.
7. If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or be distributed among the members of the Club; but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Club by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Club at or before the time of dissolution and in default thereof by a Judge of the Supreme Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

WE, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a company in pursuance of this memorandum of association.

Subscribers

(1) 

Name: Frederick Barden Wilmar, Jr.
Address: 10-B Kennedy Heights, 10-18 Kennedy Road, Hong Kong
Description: Merchant Banker

(2) 

Name: STEPHEN R. ENO
Address: 14TH FLOOR HUTCHISON
HOUSE, HONG KONG

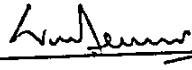
^{gem}
Robert
Stephen ~~X~~ Eno
14th Floor, Hutchison House
Hong Kong

Solicitor

Description: SOLICITOR

^{BSW}
WITNESS
TO THE
SIGNATURE
OF STEPHEN
ROBERT
ENO:
JANE MCBRIDE
SOLICITOR
14F HUTCHISON HOUSE
HONG KONG

Dated: 12th July 1993

(3) 

Name: ^{gem} ~~WESLEY DENNIS~~ WILLIAM DAVID WESLEY DENNIS
Address: 15 SCENIC VILLAS
24 SCENIC VILLA DRIVE
VICTORIA ROAD HONG KONG

William David Wesley Dennis
15 Scenic Villas
24 Scenic Villa Drive
Victoria Road
Hong Kong

Solicitor

Description: General

(4)

John William Holgate

Name: JOHN WILLIAM HOLGATE

Address: CI KAM YUEN
3 OLD PEAK ROAD
HONG KONG

John William Holgate
CI Kam Yuen Mansions
3 Old Peak Road
Hong Kong

Chartered Accountant

Description: CHARTERED ACCOUNTANT

(5)

Joseph D. Devlin

Name: JOSEPH D. DEVLIN

Address: 67 REPULSE BAY RD
HONG KONG

JEM
Joseph David Devlin
67 Repulse Bay Road
Hong Kong

Architect

Description: ARCHITECT

(6)

B.B.

Name: BRENDAN J. BEVERIDGE

Address: 11B, 15 KOTEWALL RD,
HONG KONG

JEM
Brendan James Beveridge
11B, 15 Kotewall Road
Hong Kong

Regional Sales Manager

Description: REGIONAL SALES MANAGER

(7)

~~_____~~

Name: JEFFERY WILLIAM MANN
Address: 6E KAM YUEN MANSIONS
3 OLD PEAK ROAD
HONG KONG

Jeffrey William Mann
6E Kam Yuen Mansions
3 Old Peak Road
Hong Kong

Public Relations Consultant
Jem

Description: P.R. CONSULTANT

(8)

Marshall H. Byres

Name: MARSHALL H. BYRES
Address: 2A HATTON HOUSE
15 KOTEWALL ROAD
H.K.

Jem
Marshall Henry Byres
2A Hatton House
15 Kotewall Road
Hong Kong

Tax Consultant

Description: TAX CONSULTANT

(9)

Peter John Osmond

Name: PETER JOHN OSMOND
Address: 5C CELESTIAL GARDEN
5 REPULSE BAY ROAD
H.K.

Peter John Osmond
5C Celestial Garden
5 Repulse Bay Road
Hong Kong

Professional Engineer

Description: PROFESSIONAL ENGINEER

(10)

Graeme John Roberts
 Name: Graeme John Roberts
 Address: 23c THE MANHATTAN
33 TAI TAM RD
HONG KONG

Graeme John Roberts
 23C The Manhattan
 33 Tai Tam Road
 Hong Kong

Town Planning Consultant

Description: TOWN PLANNING CONSULTANT

(11)

Neil Lovett
 Name: NEIL LOVETT
 Address: 11 TURTLE COVE VILLAS
10 PAK PAT SHAN ROAD
TAI TAM

Neil Lovett
 11 Turtle Cove Villas
 10 Pak Pat Shan Road
 Tai Tam
 Hong Kong

Marketing Director

Description: MARKETING DIRECTOR

(12)

Gus Andree Wilters
 Name: Gus Andree Wilters
 Address: 1/F 14 Crown Terrace
Pokfulam
Hong Kong

Gus Andree Wilters
 1/F 14 Crown Terrace
 Pokfulam
 Hong Kong

den

Magistrate

Description: Magistrate.

(13)

Richard Day

Name:

RICHARD DAY

Address:

1A, 4F, 101 REPULSE BAY RD

HONG KONG

Richard Day

D9, 4F, 101 Repulse Bay Road

Hong Kong

Magistrate

Description:

MAGISTRATE

(14)

David Price

Name:

DAVID PRICE

Address:

657 SHEK O VILLAGE

HK

David Price

657 Shek O Village

Hong Kong

Writer

Description:

WRITER

(15)

Iain Steele

Name:

IAIN STEELE

Address:

1A CARMINA PLACE

7-9 DEEP WATER BAY DRIVE

HONG KONG

Iain Steele

1A Carmina Place

7-9 Deep Water Bay Drive

Hong Kong

Manager

Description:

MANAGER

(16)

Peter Witton

Name: PETER WITTON

Address: 3B 3 SOUTH

BAY CLONE, HK

Peter Witton
3B, 3 South Bay Clone
Hong Kong

Editorial Consultant

Description: EDITORIAL CONSULTANT.

(17)

Jeremy H. Cooper

Name: JEREMY H. COOPER

Address: 6 SCENIC VILLAS

6 SCENIC VILLA DRIVE

POK FULAM HONG KONG

JEM

Jeremy Harrison Cooper
64 Scenic Villas
6 Scenic Villa Drive
Pokfulam
Hong Kong

Civil Engineer

Description: CIVIL ENGINEER

(18)

Fergal Sweeney

Name: FERGAL SWEENEY

Address: FLAT 7F

111 MOUNT BUTLER ROAD

HONG KONG

Fergal Sweeney
Flat 7F
111 Mount Butler Road
Hong Kong

Magistrate

Description: MAGISTRATE.

(19)

Jan
Bautmans

Name: MARC BAUTMANS

Address: 29C 13A

101 REPULSE BAY ROAD

Marc Bautmans
19C 13/F
101 Repulse Bay Road
Hong Kong

Banker

Description: BANKER

(20)

Gordon
Lamb

Name: GORDON C. LAMB

Address: 'E' BAUHINIA GARDEN

42, CHUNG HOM KOK ROAD


Jen
Gordon Clive Lamb
'E' Bauhinia Garden
42 Chung Hom Kok Road
Hong Kong

Safety Adviser

Description: SAFETY ADVISER

Dated this 12th day of July, 1993.

WITNESS to the above signatures:


Name: STEPHEN R. ENO
Occupation: SOLICITOR
Address: BAKER & MCKENZIE
14TH FLOOR HUTCHISON HOUSE
HONG KONG

gen
Robert
Stephen X. Eno
Solicitor
Baker & McKenzie
14th Floor, Hutchison House
Hong Kong

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Guarantee and not
having a share capital

ARTICLES OF ASSOCIATION

OF

STANLEY FORT MINI-RUGBY CLUB LIMITED

(赤柱炮台小型橄欖球會有限公司)

1. In these articles, unless there is something in the subject or context inconsistent therewith:-

"Club" means the company registered as Stanley Fort Mini-Rugby Club Limited (赤柱炮台小型橄欖球會有限公司).

"Memorandum" shall mean the memorandum of association of the Club for the time being in force.

"Ordinance" means the Companies Ordinance (Cap. 32).

"seal" means the common seal of the Club.

"Secretary" means any person appointed to perform the duties of the secretary of the Club.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these articles become binding on the Club.

2.1 The Club, for the purpose of section 10 of the Ordinance, is declared to consist of an unlimited number of members.

2.2 The Club is established for the purposes expressed in the Memorandum.

MEMBERSHIP

3.1 The subscribers to the Memorandum and articles and such other persons as the directors shall admit to membership shall be members of the Club.

3.2 To be eligible for admission to the Club as a member, a person shall:

- (i) have a Hong Kong address whether by virtue of being a bona fide resident of Hong Kong or visitor to Hong Kong; and
- (ii) be a parent or legal guardian of a male or female child of at least six years of age as of 31st December in the year in which application for membership is made, unless the directors determine otherwise.

Members shall have no voice in the management of the affairs of the Club.

3.3 All membership is on an annual basis and will commence on the 1st of September in any calendar year or such other date as the directors may decide (the "Annual Membership Commencement Date") or such later date as an application is made and accepted, and all memberships will end on the earlier of when a member ceases to have a Hong Kong address or the last day preceding the anniversary of the Annual Membership Commencement Date in the subsequent calendar year. Membership renewal is subject to annual payment of membership fees, if any, and such continuing re-application and other membership requirements as the directors may determine for that year of membership.

3.4 The directors in their sole discretion by majority vote at a meeting of directors may either suspend or terminate the membership of any member, without refund of any membership fee.

3.5 The spouse and children up to age 14 (or such different age as the directors may from time to time agree) of a member in good standing shall have the full privileges of the Club (other than voting rights) subject to such general or particular restrictions as the directors may from time to time decide. A member shall be responsible for all actions and financial obligations of his/her spouse or children.

3.6 The directors shall have the power to invite any persons who are, in the opinion of the directors, worthy of such distinction by reason of their position or sporting attainments or other suitable qualifications, or who have rendered significant services to the Club, to become honorary members of the Club. All persons so invited shall be accorded the use of the Club's facilities and all the privileges of the members. For the avoidance of doubt and save as expressly provided herein, all the provisions in these articles as to members shall, mutatis mutandis, be applicable to honorary members. Honorary members shall pay no membership fees.

- 3.7 The Club shall receive from the members not less than half of its gross receipts on revenue account (including entrance fees and subscriptions) in accordance with section 24 of the Inland Revenue Ordinance.

BY-LAWS

- 4.1 The Directors shall have power, from time to time, to make, adopt, alter and repeal all such by-laws as it may deem necessary, expedient or convenient for the proper management and regulation of the Club and the members, officers, servants and agents of the Club, including particularly, but without prejudice to the generality of the foregoing, by-laws regulating:

- (a) the requirements (if any) for membership of the Club and the conditions of cessation of membership thereof and the membership fee payable;
- (b) the use of the Club's premises and facilities by members;
- (c) generally all such other matters as may commonly be the subject matter of the by-laws or other rules of sports clubs,

PROVIDED HOWEVER that:

- (i) if any by-law shall be inconsistent with anything contained in the Memorandum or these articles, the Memorandum or these articles, as the case may be, shall prevail; and
 - (ii) notice of the making and adoption of any by-law or by-laws or alteration or repeal thereof shall within fourteen (14) days of their coming into force be posted in a conspicuous place at the registered office of the Club or on a bulletin board maintained by the Club for the purpose of giving notices to members for a period of not less than seven (7) days and shall be entered in a by-law book kept by the secretary which by-law book shall be open to the inspection of the members provided that failure to post such notice or make entry in the by-law book as aforesaid shall not invalidate the by-law or by-laws or alteration or repeal concerned.
- 4.2 Save as mentioned in proviso (i) to article 4.1, all by-laws made and adopted by the directors under article 4.1 and the provisions of all notices published in pursuance of any by-laws shall be binding on members until and unless repealed or altered or set aside by the directors.

GENERAL MEETINGS

5. The Club shall in each year hold a general meeting as its annual general meeting at such time and place as the directors may decide, provided that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.

6. All general meetings other than annual general meetings shall be called extraordinary general meetings.

NOTICE OF GENERAL MEETINGS

7. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient directors capable of acting to form a quorum, any director or any 2 members of the Club may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

8. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Club other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Club in general meeting, to such persons as are, under the articles of the Club, entitled to receive such notices from the Club:

Provided that a meeting of the Club shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed -

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 percent of the total voting rights of all the members entitled to attend and vote at that meeting.

9. The accidental omission to give notice of a meeting to, or the non-receipt of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

10. All business that is transacted at an extraordinary general meeting shall be deemed special, and all that is transacted at an annual general meeting shall also be deemed special, with the exception of the consideration of the accounts, balance sheets, the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

11. 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 and continues to be present until the conclusion of the meeting; save as herein otherwise provided, 2 members present in person shall be a quorum.
12. Subject to the provisions of the Ordinance, a resolution in writing signed by all Members for the time being entitled to receive notice of and attend and vote at general meetings shall be treated as a resolution duly passed at a general meeting of the Club duly convened and held, and where relevant, as a special resolution so passed. Any such resolution may consist of several documents in the like form, each signed by one or more persons.
13. The chairman if any of the board of directors shall preside as chairman at every general meeting of the Club. If he shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act or is absent from Hong Kong or has given notice to the Club of his intention not to attend the meeting, the directors present may elect one of their number to be chairman of the meeting.
14. If at any meeting no director is willing to act as chairman or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
15. The chairman may with the consent of any general meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the general meeting from which the adjournment took place. When a general meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
16. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded, by the chairman or by at least 2 members present in person, or by proxy. Unless a poll be so demanded, a declaration by the chairman that the 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 Club, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
17. Except as provided in Article 19, if a poll is duly demanded it shall be taken at such time and place, and 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. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

18. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes places, or at which the poll is demanded, shall be entitled to a second or casting vote.
19. A poll demanded on the election of the chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

20. Every member, except those members whom the directors have determined to exempt from the payment of membership fees, shall have one (1) vote.
21. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, in a poll, vote by proxy.
22. No member who would otherwise be entitled to vote under article 20 shall be entitled to vote at any general meeting unless all moneys payable by him to the Club in his capacity as member, and which have been outstanding for more than 1 month after they fell due for payment, have been paid.
23. On a poll, votes may be given either personally or by proxy.
24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Club.
25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Club or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, 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 of its execution.
26. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"I/We _____, of _____,
being a member of the abovenamed Club, hereby appoint
_____ of _____
or failing him _____ of _____
as my/our proxy to vote for me/us on my/our behalf at the annual or extraordinary
or adjourned, (as the case may be) general meeting of the Club to be held on
the _____ day of _____ 19____, and at any adjournment thereof.

Signed this _____ day of _____ 19____.

This form is to be used in favour of/against* the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

* Strike out whichever is not desired."

27. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Club at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

29. Any corporation which is a member may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Club, and the person so authorized shall be entitled to exercise the same powers on behalf of the legal entity which he represents as that legal entity could exercise if it were an individual member of the Club.

DIRECTORS

30. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the Memorandum or a majority of them. The directors other than the first directors, shall be elected by the members in general meeting from those members in good standing provided however that honorary members shall not be eligible to be directors of the Club.
31. The directors shall receive no remuneration for their services but shall be reimbursed for all expenses incurred in connection with activities conducted in accordance with, or in furtherance of, the objects of the Club.

32. The directors may exercise all the powers of the Club to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Club provided that at no stage shall the total indebtedness of the Club exceed HK\$250,000 without the passing of a resolution by the directors approving the same.

POWERS AND DUTIES OF DIRECTORS

33. The business of the Club shall be managed by the directors, who may pay all expenses incurred in promoting and registering the Club, and may exercise all such powers of the Club as are not, by the Ordinance or by these articles, required to be exercised by the Club in general meeting, subject nevertheless to the provisions of the Ordinance or these articles.
34. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Club, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.
35. The directors shall cause minutes to be made in books provided for that purpose -
- (a) of all appointments of officers made by the directors;
 - (b) of the names of the directors present at each meeting of the directors and of any committee of the directors;
 - (c) of all resolutions and proceedings at all meetings of the Club, and of the directors, and of committees of directors.

DISQUALIFICATION OF DIRECTORS

36. The office of director shall be vacated if the director -
- (a) without the consent of the Club in general meeting holds any other office of profit under the Club; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) becomes prohibited from being a director by reason of any order made under section 157E or 157F of the Ordinance; or
 - (d) becomes of unsound mind; or
 - (e) resigns his office by notice in writing to the Club given in accordance with section 157D(3)(a) of the Ordinance; or

- (f) shall for more than 6 months have been absent without permission of the directors from meetings of the directors held during that period; or
- (g) is directly or indirectly interested in any contract (being a contract of significance in relation to the Club's activities) with the Club and, if his interest in the contract is material, fails to declare the nature of his interest in manner required by section 162 of the Ordinance.

A director shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

ROTATION OF DIRECTORS

- 37. At the first annual general meeting of the Club and at the annual general meeting in every subsequent year, one-half of the directors for the time being, or, if their number is not an even number, then the whole number immediately below one-half of the directors for the time being, shall retire from office.
- 38. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 39. A retiring director shall be eligible for re-election.
- 40. The Club at the meeting at which a director retires in the manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such director shall have been put to the meeting and lost.
- 41. No person other than a director retiring at the meeting shall unless recommended by the directors be eligible for election to the office of director at any general meeting unless, not less than 3 nor more than 21 days before the date appointed for the meeting, there shall have been left at the registered office of the Club or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting, notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
- 42. The Club may from time to time by ordinary resolution increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.

43. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the directors who are to retire by rotation at such meeting.
44. The Club may by special resolution remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the Club and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the Club.
45. The Club may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 44 the Club in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director. The person appointed to fill such a vacancy shall be subject to retirement at the same time if he had become a director on the day on which the director in whose place he is appointed was last elected a director.

PROCEEDINGS OF DIRECTORS

46. The directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from Hong Kong.
47. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be 2.
48. The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the Club as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the Club, but for no other purpose.
49. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

50. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
51. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
52. All acts done by any meeting of the directors or of a committee of directors, 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 director or person acting as 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.
53. The directors may participate in a meeting of the directors by means of conference telephone whereby all persons participating in the meeting can hear each other and participation in the meeting in such manner shall be deemed to constitute presence in person at such meeting and all the provisions in these articles as to meetings shall, mutatis mutandis, be applicable.
54. A resolution in writing, signed by the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the directors.

SECRETARY

55. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by the directors.
56. A provision of the Ordinance or these articles requiring or authorizing a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

THE SEAL

57. The Directors shall provide for the safe custody of the Seal, which shall only be used with the authority of the directors and every instrument to which the seal shall be affixed shall be signed by one director and shall be countersigned by the secretary or a second director or by some other person appointed by the directors for that purpose.

58. The Club may exercise the powers conferred by the Ordinance with regard to having an official seal for use outside Hong Kong and such powers shall be vested in the directors.

ACCOUNTS

59. The directors shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place;
 - (b) all sales and purchases of goods by the Club; and
 - (c) the assets and liabilities of the Club.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Club and to explain its transactions.

60. The books of account shall be kept at the registered office, or, subject to section 121(3) of the Ordinance, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
61. 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 Club or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any accounts or books or documents of the Club except as conferred by statute or authorized by the directors.
62. The directors shall from time to time, in accordance with sections 122, 124 and 129D of the Ordinance, cause to be prepared and laid before the Club in general meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
63. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in general meeting, together with a copy of the directors' report and a copy of the auditor's report shall, not less than fourteen (14) days before the date of the meeting, be sent to every member of the Club, being persons entitled to receive notices of general meetings of the Club, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Club is not aware.

AUDIT

64. Auditors shall be appointed and their duties regulated in accordance with sections 131, 132, 133, 140, 140A, 140B and 141 of the Ordinance.

NOTICES

65. A notice may be given by the Club to any member either personally or by sending it by post to him or to his registered address as appears in the register of Members. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
66. Notice of every general meeting shall be given in any manner hereinbefore authorized to -
- (a) every member entitled to vote at such general meeting; and
 - (b) the auditors for the time being of the Club.

No other person shall be entitled to receive notices of general meetings.

67. Every director, managing director, agent, auditor, secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in relation to the Club in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connexion with any application under section 358 of the Ordinance in which relief is granted to him by the court.

WINDING UP

68. The Provisions of Clause 7 of the Memorandum relating to the winding-up or dissolution of the Club shall have effect and be observed as if the same were repeated in these articles.

Subscribers

(1) F B Wilmar

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Description: Merchant Banker

(2) [Signature]

WITNESS *Jane McBride*
TO THE JANE MCBRIDE
SIGNATURE SOLICITOR
OF STEPHEN 14/F HUTCHISON HOUSE
ROBERT ENO HONG KONG
Dated: 12th July 1993

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(7)

[Signature]

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(12)

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Description: MAGISTRATE

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Banker

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Gordon Clive Lamb

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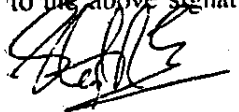
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Safety Adviser

Dated the 12th day of JULY, 1993.

WITNESS to the above signatures:



Eno
Robert

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