

The Companies Ordinance (Chapter 32)

Company Limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

LOK SIN TONG KU CHIU MAN SECONDARY SCHOOL
PARENTS' AND TEACHERS' ASSOCIATION LIMITED
樂善堂顧超文中學家長教師會有限公司

1. Name:

The name of the Company shall be “LOK SIN TONG KU CHIU MAN SECONDARY SCHOOL PARENTS' AND TEACHERS' ASSOCIATION LIMITED 樂善堂顧超文中學家長教師會有限公司” (Hereinafter called "the Association")

2. Registered Office:

The registered office of the Association will be situate in Hong Kong.

3. Objects:

The objects for which the Association is established are:-

- 3.1 To roster and promote close relationships and better understanding among the parents and teachers of Lok Sin Tong Ku Chiu Man Secondary School (Hereinafter called “the School”) with a view to promote education.
- 3.2 To support, assist and co-operate with the School to achieve its charitable objectives as the Association may think fit, and to improve the welfare of the students of the School.
- 3.3 Any other activities incidental to the objects of the Association.
- 3.4 For the purposes of the Association, to acquire and hold land and immovable property and to sell, develop and maintain such immovable property including the power to demolish and erect new buildings for the purposes of the Association.
- 3.5 To set up and control funds for the purpose of the objects of the Association.
- 3.6 For the purposes of the Association, to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Association.
- 3.7 To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association.

- 3.8 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of the objects of the Association.
- 3.9 For the purposes of the Association, to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.
- 3.10 To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may from time to time be imposed or required by law.
- 3.11 To establish and support, and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of the Association.
- 3.12 To affiliate, amalgamate or join with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of this Association, which shall have powers to restrict the distribution of their profits and assets to members by way of profit, dividend or otherwise at least as great as imposed under Clause 6 of the Memorandum of Association of the Association.
- 3.13 To carry on all other charitable objects as the Committee shall consider to be incidental and conducive to or furtherance of the above objects.

Provided that:

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association 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 Association 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. Limited Liability:

The liability of the members of the Association is limited.

5. Contribution of Members:

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 1 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 among themselves, such amount as may be required not exceeding HK\$1.00 .

6. No Distribution of Profit:

The income and property of the Association whencesover derived, shall be applied solely towards the promotion of the objects of the Association 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 Association. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any service actually rendered to the Association, 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 and Shanghai Banking Corporation Limited whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Committee or governing body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Committee or governing body 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 Association provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Committee or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profit he may receive in respect of any such payment.

7. Winding Up:

If 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 to or distributed among the members of the Association, but shall be given or transferred to the Lok Sin Tong Benevolent Society, Kowloon if it remains as a charity at the time the Association is wound up or dissolved, otherwise to any other charity associations having the same objectives or the alike and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by a judge of the High 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.

8. Interpretation:

The headings are inserted for convenience only and shall not affect the construction of this

Memorandum.