

MEMORANDUM OF ASSOCIATION

of the

LADIES' RECREATION CLUB

Kirsti McLean
Kirsti McLean
Director
8 June 2012

1. The name of the Company is the Ladies' Recreation Club (the "Club").
2. The registered office of the Club will be situate in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
3. The objects for which the Club is established are: -
 - (a) to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as the Ladies' Recreation Club at Old Peak Road in Hong Kong;
 - (b) to provide recreational facilities for the Club and their families for the improvement of health, and to provide club houses, dining facilities, reading and social rooms, and other conveniences for the use of the members of the Club (the "Members") in any part or parts of Hong Kong or elsewhere and to furnish and to maintain the same and to permit the same to be used by the Members or their guests either gratuitously or upon such terms as shall be decided upon and to manage the affairs of such club houses and conveniences or any of them and generally to do whatever is considered necessary or appropriate to promote the interests of the Club and in particular to subsidize such club houses and conveniences;
 - (c) to promote the pursuit of sports, leisure activities and pastimes, including swimming, diving, tennis, squash, badminton, volleyball, basketball and bowling;
 - (d) to provide, maintain, improve, buy, sell, hire and deal in all facilities, equipment, supplies, resources and conveniences considered necessary or appropriate in respect of all or any sports, leisure activities or pastimes provided or promoted by the Club;
 - (e) to hold or arrange tournaments, matches and competitions and offer and grant, or contribute towards provision of, prizes, awards and distinctions in respect of all or any sports, leisure activities or pastimes provided or promoted by the Club;
 - (f) to subscribe to become a member of, and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Club and which may be for the benefit of the Club;
 - (g) 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;
 - (h) to buy, sell, hire and deal in all kinds of apparatus and all kinds of provisions, equipment, materials, refreshments and supplies



22100695593
RMA 0001498
15/06/2012

considered necessary or desirable for the use, consumption, purchase or hire of persons frequenting the Club;

- (i) to raise money by subscription and to grant any rights and privileges to subscribers;
- (j) to prepare, print and publish any periodicals, books, circulars, leaflets or other literature which may be thought desirable for the promotion of the interests of the Club;
- (k) to make known by way of advertisement or in any other way the objects of the Club and the services or assistance it may provide in furtherance of those objects;
- (l) to open, operate and close bank accounts in the name of the Club and to deposit and withdraw the funds of the Club from such bank accounts;
- (m) to admit any persons to be members of the Club on such terms as are considered appropriate but in accordance with any limitations provided herein, and to confer on them rights and privileges of membership as set out herein;
- (n) to accept and receive gifts of property, donations, subscriptions, funds and bequests, whether subject to any special trust or not, for any one or more of the objects of the Club and to act as custodian, trustee or manager of all or any of such properties or funds;
- (o) for the purpose of carrying out the objects of the Club, to rent, purchase, take on lease or in exchange, hire and otherwise acquire a suitable any lands, buildings, easements or property or part or parts thereof and any estate or interest in and any rights connected therewith and to permit the same to be used by members of the Club or others with or without payment or upon such terms as may be appropriate;
- (p) for the purpose of carrying out the objects of the Club, to manage, maintain, improve, and develop any property, land, building or buildings and to operate or use in conjunction or co-ownership with others any property or land and to lease, mortgage, underlet, exchange, surrender, sell, turn to account or otherwise deal with and dispose of the same or any part or parts thereof or interest therein, for such consideration and on such terms and conditions as the Club may think fit;
- (q) to organise and arrange social activities for members and their guests;
- (r) to hire and employ and from time to time if thought fit dismiss and replace with others such secretaries, accountants, lawyers, auditors, clerks, managers, servants, groundsmen or other employees, consultants or advisers as the Club may think fit and to pay them and others, in return for services rendered to the Club, salaries, wages, allowances, gratuities and pensions;
- (s) to give pensions, gratuities, charitable aid or donations to any person who may have served the Club, or the spouses and children or other relatives of such persons, and to make payments towards insurance

and to contribute to provident and benefit funds for the benefit of any persons employed by the Club;

- (t) to borrow or raise and given security for money by the issue of or upon bonds, debentures, and debenture stock, bill of exchange, promissory note or other obligations of securities of the Club, or by mortgage or charge upon all or any part of the property of the Club;
- (u) to lend money to such persons, organisations or institutions on such terms as may seem expedient and to guarantee the performance of contracts by any such persons, organisations or institutions in so far as it may be necessary for the furtherance of the objects of the Club provided that any such organisation or institution shall prohibit the distribution of its income and property amongst its members to an extent at least as great as imposed on the Club under or by virtue of Clause 4 below;
- (v) to invest and deal with the monies of the Club not immediately required, upon such securities and in such manner as may from time to time be determined;
- (w) to give guarantees, indemnities and assume liabilities and to give and receive undertakings as may be necessary for the carrying out of the objects of the Club;
- (x) to draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, and other negotiable or transferable instruments for the purpose of the Club;
- (y) to insure with any company or person against losses, damages, rights and liabilities of all kinds which may affect the Club (including, without limitation, insurance for Officers); and
- (z) to do all such other lawful things as are incidental or conducive to the attainment of the above objects, or any of them, provided that:
 - (i) if the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with or invest the same in such manner as permitted by law and according to the obligations of such trusts;
 - (ii) the objects of the Club shall not extend to the regulations of relations between workers and employers or organisations of workers and organisations of employers; and
 - (iii) the powers set forth in the Seventh Schedule to the Companies Ordinance (Chapter 32) are hereby excluded.

4. The liability of the Members is limited.

5. (a) The income and property of the Club, howsoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association.

(b) Subject to sub-clauses (d) and (e) below, no portion of the income and property of the Club shall be paid or transferred directly or indirectly,

by way of dividend, bonus, or otherwise howsoever, to the members of the Club.

- (c) No member of the general committee of the Club from time to time (the "General Committee") shall be appointed to any salaried office of the Club, or any office of the Club paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause (e) below) shall be given by the Club to any member of the General Committee.
 - (d) Nothing herein shall prevent the payment, in good faith, by the Club of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club not being a member of the General Committee in return for any services actually rendered to the Club.
 - (e) Nothing herein shall prevent the payment, in good faith, by the Club:
 - (i) to any member of the General Committee of out-of-pocket expenses;
 - (ii) of interest on money lent by any member of the Club or of its General Committee at a rate per year not exceeding 2% above the best lending rate prescribed for the time being by The Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (iii) of reasonable and proper rent for premises demised or let by any member of the Club or of its General Committee;
 - (iv) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Club or of its General Committee is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth of its votes
 - (f) No person shall be bound to account for any benefit he may received in respect of any payment properly paid in accordance with sub-clauses (d) and (e) above.
6. Every Member undertakes to contribute to the assets of the Club 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 Club 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, but not exceeding \$100.
7. The Club shall not form a subsidiary or hold a controlling interest in another corporation, unless the formation of such subsidiary or the holding of such controlling interest has previously been approved by the Registrar of Companies in writing.
8. If upon the winding-up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, 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 the property among its or their Members to an extent at least as great as is imposed on the Club under or by virtue of clause 5 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 such judge of the High Court of Hong Kong as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to such provision then to some charitable object.

9. No addition, alteration or amendment shall be made to or in this Memorandum of Association or the Articles of Association for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing.

Names, Addresses and Description of Subscribers
(Sd.) R. MATHIESON, No. 28, Lugard Road, Hong Kong, Married Woman
(Sd.) G.F. WHITE, No. 5, Thorpe Manor, May Road, Hong Kong, Married Woman
(Sd.) MARY E. OLIVER, No. 20, Peak Road, Hong Kong, Married Woman
(Sd.) M. MARTIN, No. 7, Branksome Towers, May Road, Hong Kong, Married Woman
(Sd.) A. G. WADDELL, No. 505, The Peak, Hong Kong, Married Woman
(Sd.) H. M. PROPHET, No. 20, Peak Road, Hong Kong, Married Woman
(Sd.) SARA RALSTON, No. 151, The Peak, Hong Kong, Married Woman

Dated the 26th day of February, 1938.

WITNESS to the above signatures,

(Sd.) JAMES T. PRIOR, Solicitor, Hong Kong

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee

ARTICLES OF ASSOCIATION

OF THE

LADIES' RECREATION CLUB

INTERPRETATION

1. In these Articles, unless the context otherwise requires:

"Accounts" means the books of account of the Club, comprising an income and expenditure statement and balance sheet, and accompanying notes, reports and other documents, prepared in accordance with generally accepted accounting principles in Hong Kong;

"Annual General Meeting" means the yearly general meeting of the Members duly convened in accordance with these Articles;

"Articles" means the Articles of Association of the Club, as amended from time to time;

"Auditors" means any person appointed as the auditors of the Club from time to time;

"Balloting Committee" means a committee appointed in accordance with Article 43;

"Club" means "The Ladies' Recreation Club";

"Club Roll" means the roll of Members maintained by the Club;

"Extraordinary General Meeting" means a general meeting of the Members duly convened in accordance with these Articles, other than an Annual General Meeting;

"General Committee" means the general committee of the Club for the time being comprising the Officers and having the functions and duties set out in these Articles;

"General Meeting" means a general meeting of the Members duly convened in accordance with these Articles, whether Annual General Meeting or Extraordinary General Meeting;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Honorary Secretary" means any person appointed as the honorary secretary of the Club from time to time;

"Honorary Treasurer" means any person appointed as the honorary treasurer of the Club from time to time;

"Majority Vote" means a resolution of a committee of the Club (including the General Committee) for which more than 50% of the votes were passed approving the resolution by members of the relevant committee present in person;

"Member(s)" means any individual or natural person entered on the Club Roll as a member of the Club of a Membership Class in accordance with these Articles and the Rules, as amended from time to time, and **"Membership"** shall be construed accordingly;

"Membership Class(es)" means the class of Members of the Club from time to time as may be prescribed by these Articles and the Rules, presently comprising Life Membership, Honorary Membership, Ordinary Membership, Debenture Membership, Life Absent Membership and Temporary Memberships (including Sponsored Temporary Membership, Houseguest Membership, Reciprocal Membership, Sports Membership, Preferred Membership and 5-Day Membership);

"Memorandum" means the Memorandum of Association of the Club, as amended from time to time;

"Month" means calendar month;

"Non-Voting Member(s)" means the Members of the Membership Classes not entitled to vote at General Meetings, presently comprising of Life Absent Membership and Temporary Memberships (including Sponsored Temporary Membership, Houseguest Membership, Reciprocal Membership, Sports Membership, Preferred Membership and 5-Day Membership);

"Ordinance" means the Companies Ordinance, chapter 32 of the laws of Hong Kong;

"Ordinary Resolution" means a resolution of the Voting Members in General Meeting for which more than 50% of the votes were passed by Voting Members present in person or by proxy;

"Officers" means the President, the Vice-President(s), the Honorary Secretary, the Honorary Treasurer, and the other Members appointed from time to time to the General Committee;

"President" means any person appointed as the President of the Club from time to time;

"Registered Office" means the registered office of the Club as registered under the Ordinance;

"Rules" means the rules of the Club for the time being, as amended from time to time in accordance with Article 112;

"**Seal**" means the common seal of the Club;

"**Special Resolution**" means a resolution of the Voting Members in General Meeting for which more than 75% of the votes were passed by Voting Members present in person or by proxy;

"**Sub-Committee**" means any sub-committee of the General Committee as appointed in accordance with Article 86;

"**Super-Majority Vote**" means a resolution of a committee of the Club (including the General Committee) for which more than 75% of the votes were passed approving the resolution by members of the relevant committee present in person;

"**Vice-President(s)**" means any person(s) appointed as Vice-President(s) of the Club from time to time;

"**Voting Member(s)**" means the Members from Membership Classes entitled to vote at General Meetings (presently comprising Life Membership, Honorary Membership, Ordinary Membership and Debenture Membership); and

"**Year**" means calendar year.

2. In these Articles, unless the context otherwise requires, any reference to:

- (a) an "**approval**" includes any approval, consent, grant, clearance, authorisation, exemption, licence, permit, order, permission or leave, whether in writing or not;
- (b) a "**claim**" includes any claim, potential claim, counterclaim, potential counterclaim, right of set-off, indemnity, counter-indemnity, cause of action, demand, right or interest of any kind or nature whatsoever and in whatever capacity or jurisdiction, whether known or unknown, suspected or unsuspected;
- (c) a "**cost**" includes a loss, expense (including legal expenses on a full indemnity basis), damages, demand, credit, relief, deduction, set-off or other liability (including loss of profit or margin);
- (d) "**governmental agency**" means any national or supra-national, government or governmental, semi-governmental, state, statutory, judicial, municipal or regulatory entity, bureau, authority or local authority or any person or body charged with the administration of any law and includes without limitation any regulatory, monetary or accounting authority;
- (e) "**including**", "**includes**" and "**in particular**" is illustrative, none of them shall limit the sense of the words preceding it and each of them shall be deemed to incorporate the expression "**without limitation**";
- (f) a "**law**" includes common or customary law and any constitution, decree, enactment, rule, act, directive, legislation, order, ordinance, regulation, bye-law, code, statute, treaty or other legislative measure, in each case of any jurisdiction whatever, and includes such law as amended, consolidated, extended or re-enacted and subsidiary

legislation made thereunder (and "lawful" and "unlawful" shall be construed accordingly);

- (g) "**losses**" includes loss of profits, loss of business opportunity, loss of goodwill, loss of anticipated savings or benefits, or for any type of indirect, special or consequential loss, even if that loss or damage was reasonably foreseeable or the relevant party was aware of the possibility of that loss or damage arising;
 - (h) "**other**" and "**otherwise**" is illustrative and shall not limit the sense of the words preceding them;
 - (i) a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust and governmental agency (in each case, whether or not having a separate legal personality); and
 - (j) "**writing**" includes typewriting, printing, facsimile messages and other modes of reproducing words in a legible and non-transitory form.
3. In these Articles, reference to an ordinance or legislative provision or order or regulation made under it, includes that ordinance, provision, order or regulation, as amended, modified, re-enacted or replaced from time to time (whether before or after the date on which these Articles come into force under Article 7) and to any previous ordinance, statutory provision, order or regulation amended modified, re-enacted or replaced by that ordinance, provision, order or regulation.
4. In these Articles, unless the context otherwise requires:
- (a) words importing one gender include the other genders;
 - (b) words importing the singular shall include the plural and vice versa;
 - (c) references to Articles are references to articles in these Articles;
 - (d) any obligation to be observed or performed by any person not to do any act or thing shall be construed as including an obligation not to do or omit, suffer, permit, allow, cause or procure such act or thing and any such obligation shall be observed and performed from time to time;
 - (e) words and expressions defined in the Ordinance shall bear the same meaning in these Articles;
 - (f) Article and other headings are for ease of reference only and shall not affect the interpretation of these Articles; and
 - (g) any reference to a person shall include that person's successors, representatives and permitted assigns.
5. The Club is established for the purposes expressed in the Memorandum of Association.
6. For the purposes of registration, the number of Voting Members of the Club is declared not to exceed 3500.

7. These Articles shall be the Articles of Association of the Club with effect from the date of the General Meeting of the Club adopting these Articles as the Articles of Association of the Club.
8. These Articles, the Rules and the provisions of any notice published in accordance with the Rules shall together govern the internal affairs of the Club, and its relationship with Members.
9. If there is any conflict between the provisions of these Articles and the provisions of the Rules, the provisions of these Articles shall prevail. If the provisions of these Articles are silent on the subject matter of provisions of the Rules, the provisions of the Rules shall prevail.

MEMBERS

10. The Membership Classes of the Club, and the rights, privileges and benefits of each Membership Class shall be set out in the Rules. The Members may approve additional classes of Membership and change the terms of any existing Membership by Ordinary Resolution.
11. The rights, privileges and benefits of each Member shall:
 - (a) be personal to that Member;
 - (b) not be assigned, delegated, sold or transferred by the Member to any other person or otherwise by operation of law; and
 - (c) cease upon the earlier to occur of (i) the death of the Member, or (ii) the Member ceasing to be a Member under the provisions of these Articles or the Rules.

ADMISSION OF MEMBERS

12. A Member upon admission shall be bound from time to time by the Memorandum, these Articles and the Rules.
13. As a condition of Membership, each Member shall comply fully and at all times during the term of his Membership with:
 - (a) the requirements and criteria for eligibility for Membership; and
 - (b) the provisions of these Articles and the Rules.
14. All applications to become Members of the Club must be:
 - (a) made in writing;
 - (b) submitted to the General Committee, marked for the attention of the Honorary Secretary;
 - (c) signed by the applicant; and
 - (d) (where applicable) signed by a proposer and seconder,and shall otherwise comply with the provisions of the Rules.

15. An Ordinary or Debenture Member may propose or second no more than three candidates for Ordinary Membership in any one year. No member of the General Committee or the Balloting Committee may propose or second a candidate as an applicant for Ordinary Membership.
16. Election to Ordinary and Debenture Memberships of the Club shall be by a ballot of the Balloting Committee.
17. The quorum for any ballot of the members of the Balloting Committee shall be seven members.
18. Any member of the Balloting Committee who, although present at the ballot, abstains from voting shall be deemed to vote against the election of the candidate concerned. The ballot shall take place on such days between such hours and in such manner as the General Committee shall from time to time determine and the decision of the Balloting Committee as to whether or not any candidate shall be duly elected shall be final.
19. The number of votes in favour of the election of any candidate as an Ordinary or Debenture Member which shall be required in order for such election to be approved shall be determined by the number of the members of the Balloting Committee who are present on the consideration of the application of that candidate so that:-
 - (a) if seven such members are present, five such votes shall be required;
 - (b) if eight such members are present, six such votes shall be required; and
 - (c) if nine such members are present, seven such votes shall be required.
20. The Honorary Secretary shall promptly notify in writing successful applicants for Membership and provide them with a copy of the Memorandum, the Articles and the Rules, together with an invoice for payment of the entrance or transfer fee (as the case may be) and first payment of the subscription fee.
21. Membership shall take effect from the date of payment to the Club, in cleared funds in accordance with the payment date prescribed by the corresponding invoice, of the entrance or transfer fee (as the case may be) and first payment of subscriptions, and upon such payment, the Member shall be duly entitled to and liable for all the rights, privileges, benefits, burdens and obligations of Membership. The entrance or transfer fee and subscriptions must be paid before the end of the month in which the application for Membership is approved, failing which, the approval of the application of such candidate shall be revoked automatically. The Honorary Secretary shall procure the entry on to the Club Roll of new Members as soon as practicable after the effective date of Membership of new Members.
22. Save as otherwise provided in these Articles, the criteria for each class of Membership, admission to the Club as a Member and the rights, privileges, benefits, burdens and obligations for each class of Membership shall be determined in accordance with the Rules.

FEEES AND SUBSCRIPTIONS

23. All Members (other than Life Members and Honorary Members) shall pay such entrance or transfer fees and subscriptions within such periods and at such times as the General Committee may stipulate subject always to the maximum amounts resolved by Ordinary Resolution in General Meetings from time to time. All entrance or transfer fees and subscriptions paid by Members are non-refundable and are not pro-rated.
24. The General Committee may, at its sole discretion and by a Majority Vote, waive, defer or vary the subscriptions payable by a Member (including reducing the subscription payable by up to 75%) on the grounds of financial hardships provided that the Member is:
- (a) at least 65 years old; and
 - (b) has been a Member for at least 30 years.

LOSS OF MEMBERSHIP

25. Any Member may resign his Membership by giving thirty days' prior written notice to the Honorary Secretary, and the Member shall remain liable for all subscriptions and other amounts that become due during that notice period.
26. If any Member is:
- (a) convicted of an indictable offence;
 - (b) adjudged a bankrupt; or
 - (c) makes any composition or arrangement with his creditors,
- then the General Committee may, at its sole discretion, direct that the Member shall immediately and without notice or further formality cease to be a Member, provided that the relevant person may apply for Membership at any time thereafter in accordance with these Articles.
27. If the General Committee considers that:
- (a) any Member is in material breach of any provision of these Articles or the Rules; or
 - (b) any Member conducts himself or behaves (whether inside or outside the premises of the Club) in a manner which is considered by and recorded in a document in writing signed by:
 - (i) any member of the General Committee; or
 - (ii) any ten Members of the Club,to be injurious to the character, reputation or interests of the Club or its Members, or unbecoming of a Member,

then such material breach, conduct or behaviour shall be the subject of a complaint to which the procedures set out in Articles 28 to 40 shall apply (the "Complaint").

28. The General Committee shall give particulars of the Complaint in writing to the Member against whom it is made (the "Respondent") and invite the Respondent to:
 - (a) appear before a meeting of the General Committee convened for the purpose of investigating the Complaint (the "Investigation Meeting"); or
 - (b) submit a written response to the Complaint to the General Committee for consideration by the General Committee at the Investigation Meeting.
29. If it considers the Complaint sufficiently grave, the General Committee may, by giving written notice to the Respondent, immediately suspend the Respondent from use of the premises of the Club and its facilities and from all rights, benefits and privileges of Membership pending investigation of the Complaint by the General Committee.
30. Subject to Article 29, the General Committee shall give the Respondent not less than two weeks' prior written notice of the date of the Investigation Meeting. If the Respondent intends to attend in person at the Investigation Meeting, the Respondent shall give at least two days' prior written notice before the date of the Investigation Meeting to the Honorary Secretary.
31. The Respondent may:
 - (a) appear before a meeting of the General Committee convened for the purpose of investigating the Complaint in addition to submitting a written response to the Complaint to the General Committee;
 - (b) make further and additional written submission to the General Committee in respect of the Complaint; and
 - (c) provide written statements of witnesses or referees in respect of the Complaint,

provided that such notice of appearance, further and additional submissions and written statements are notified or provided (as the case may be) to the Honorary Secretary at least two days before the date of the Investigation Meeting.
32. A member of the General Committee shall not act as a member of the General Committee at any Investigation Meeting at which his own breach, conduct or behaviour is under consideration.
33. No member of the General Committee may make representations on behalf of the Respondent at any Investigation Meeting.
34. If a member of the General Committee has relevant knowledge or information in respect of the Complaint, a member of the General Committee may provide witness statements for consideration by the General Committee at the Investigation Meeting.
35. If the Respondent does not attend the Investigation Meeting, the General Committee shall be entitled to assume that the Respondent has waived his right to attend and proceed to hold the Investigation Meeting in his absence, in which case a meeting of the General Committee convened for the sole

purpose of reviewing the Complaint shall constitute an Investigation Meeting for the purposes of Article 28.

36. If the General Committee, after due enquiry, resolves by a Majority Vote of the General Committee, that the Respondent is guilty of the Complaint and that there are no mitigating circumstances that would reasonably excuse the Respondent, the General Committee may, in proportion to the gravity of the Complaint:
- (a) issue a written or verbal reprimand to the Respondent in respect of the breach, conduct or behaviour;
 - (b) issue a written or verbal warning to the Respondent in respect of his future conduct or behaviour;
 - (c) suspend the Respondent from use of the premises of the Club and its facilities and from all rights, benefits and privileges of Membership for a period not exceeding six months, during which time the Respondent shall remain liable for all subscription fees and other amounts due to the Club;
 - (d) request the Respondent to resign voluntarily from Membership, provided that no such request shall be made unless the approval of a Super-Majority Vote of the General Committee has been obtained;
 - (e) expel the Respondent from Membership, provided that no such expulsion shall be made unless the approval of a Super-Majority Vote of the General Committee has been obtained; and/or
 - (f) take such other action as the General Committee considers appropriate in the circumstances.

37. If:
- (a) prior to the conclusion of the Investigation Meeting, the General Committee resolves that it is appropriate; or
 - (b) the Respondent makes a written request for review of the decision of the General Committee in respect of the Complaint, such written request to be notified to the Honorary Secretary within 14 days of the date of decision of the General Committee; or
 - (c) thirty Voting Members sign a written requisition for review of the decision of the General Committee in respect of the Complaint and submit that written requisition to the Honorary Secretary within 14 days of the date of decision of the General Committee,

then the General Committee shall proceed to convene an Extraordinary General Meeting to be held no later than 60 days after the date of the date of decision of the General Committee for the sole purpose of obtaining ratification of the decision of the General Committee in respect of the Complaint.

38. The decision of the General Committee, or if the procedures in Article 37 apply, the Extraordinary General Meeting shall be final and binding upon the Respondent, and if such decision is the expulsion of the Respondent, the

Honorary Secretary shall cancel the Membership of the Respondent and remove the Respondent from the Club Roll.

39. Any Member expelled in accordance with these Articles, or otherwise ceasing to be a Member, shall forfeit all right to and claim upon the Club or its property or its funds or any return of fees or subscriptions paid and shall remain liable for any outstanding fees or charges due at the date of expulsion or cessation.
40. Any Member that resigns at the request of the General Committee shall remain liable for the subscription fees due for the entire month in which the resignation takes effect, and all outstanding amounts (together with interest, if applicable) due by the Member to the Club shall be immediately due and payable.

GENERAL MEETINGS

41. The General Committee shall in each year convene a General Meeting as the Annual General Meeting of the Club in addition to any other meetings in that Year, and shall specify that the relevant General Meeting is the Annual General Meeting in the notices convening it. The General Committee shall procure that no longer than 15 months may elapse between the dates on which Annual General Meetings are held. The Annual General Meeting shall be held at such time and place as the General Committee shall direct.
42. Subject to Article 43, the only business to be conducted at any Annual General Meeting shall be:
 - (a) to receive the report of the General Committee covering the activities of the Club during the period since the last Annual General Meeting;
 - (b) to receive the auditors' report and to approve and adopt the audited Accounts for the relevant financial year of the Club;
 - (c) the election of the General Committee and the Balloting Committee members;
 - (d) the election or re-election of the Auditors; and
 - (e) any other business that the General Committee considers appropriate.
43. At the Annual General Meeting there shall be elected at least two and not more than four Life, Ordinary or Debenture Members to act together with the members of the General Committee as a Balloting Committee, so that the number of members of the Balloting Committee shall always be at least nine up to a maximum of fifteen.
44. The General Committee may, whenever it thinks fit, convene an Extraordinary General Meeting.
45. The General Committee may at any time for any special purpose convene an Extraordinary General Meeting and they shall do so forthwith upon the requisition in writing of any twenty Voting Members stating the purpose for which the meeting is required. If the General Committee fails within 14 days from the date of the requisition being forwarded to the Honorary Secretary to send out notices convening the required Extraordinary General Meeting, the requisitionists or a majority of them may themselves convene the meeting

PROVIDED HOWEVER that no meeting shall be convened to be held after three months from the date of the requisition being so forwarded.

46. The elections of Members to the General Committee and to the Balloting Committee shall be conducted in the following manner:-
- (a) when the number of candidates is the same as or less than the number of vacancies the voting shall be by show of hands or, if demanded by any Voting Member present at the General Meeting, a ballot;
 - (b) when the number of candidates exceeds the number of vacancies the voting shall be by ballot and a balloting list containing the names of all candidates shall be issued for that purpose to all Voting Members present at the General Meeting;
 - (c) each Voting Member of the Club present at the General Meeting shall be entitled to vote for as many candidates as the number of vacancies to be filled and no more;
 - (d) the candidate who receives the highest number of votes shall be declared elected, and in the case of two or more candidates receiving an equal number of votes, the chairman of the General Meeting shall have a second or casting vote;
 - (e) the Members elected to the General Committee and the Balloting Committee shall not assume office until after the conclusion of the General Meeting at which they are elected.

47. Immediately following each Annual General Meeting, the General Committee shall elect from their number:
- (a) one to act as President;
 - (b) one or two to act as Vice President(s);
 - (c) one to act as Honorary Secretary; and
 - (d) one to act as Honorary Treasurer,

and may elect another or others of their Members to act as Vice-President or as such other offices at the General Committee shall from time to time consider necessary or appropriate.

NOTICE OF GENERAL MEETINGS

48. Subject to Article 49, the periods of notice for General Meetings shall be no less than as follows:
- (i) for any Annual General Meeting.....21 days
 - (ii) for any Extraordinary General Meeting at which a Special Resolution is to be proposed.....21 days
 - (iii) for any Extraordinary General Meeting other than one at which Special Resolutions are to be proposed.....14 days

provided that in respect of any General Meeting at which a resolution requiring special notice under the Ordinance is to be proposed, then the provisions of the Ordinance shall govern the required period of notice. The calculation of any period of notice for a General Meeting shall exclude the day on which the notice is served and of the day of the General Meeting for which notice is given.

49. Notwithstanding Article 48, a General Meeting shall be deemed to be duly called if:
- (a) in the case of a meeting called as an Annual General Meeting, all the Voting Members agree; or
 - (b) in the case of an Extraordinary General Meeting, if a majority of Members agrees and that majority represents:
 - (i) more than 50% in number of the Voting Members having a right to attend and vote at the Extraordinary General Meeting; and
 - (ii) 95% or more of the total voting rights at the Extraordinary General Meeting of all the Voting Members.
50. Any notice of a General Meeting shall specify the place, the day and the time of the General Meeting and, in the case of special business (as defined in Article 53), the general nature of that business.
51. Notice of every General Meeting shall be given to Voting Members and to the Auditors.
52. The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by any Voting Member shall not invalidate the proceedings at such meeting.

PROCEEDINGS AT GENERAL MEETINGS

53. For the purposes of Article 50 all business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting other than business of the nature set out in sub-paragraphs (a) to (d) inclusive of Article 42 .
54. No business shall be transacted at any General Meeting unless a quorum of Members entitled to vote is present in person or by proxy at the time when the General Meeting proceeds to business. The quorum for all General Meetings shall be as follows:
- (a) for the alteration or repeal of Rules dealing with matters referred to under Article 110, 12 Voting Members;
 - (b) for motions relating to the expulsion of a Member under Articles 36 and 37, 20 Voting Members; and
 - (c) for any other business, ten Voting Members.
55. If within half an hour from the time appointed for any General Meeting of which due notice has been given a quorum is not present, the General Meeting:

- (a) shall be dissolved if it was convened upon the requisition of Members; and
 - (b) in any other case, shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned General Meeting a quorum is not present within half an hour of the appointed time, the General Meeting shall be dissolved.
56. The presiding chairman at General Meetings shall be:
- (a) the President; or
 - (b) in the absence of the President, then the Vice-President; or
 - (c) in the absence of the President and the Vice-President, then one of the members of, and selected by, the General Committee; or
 - (d) if no Member of the General Committee is willing to act as chairman or no Member of the General Committee is present within 15 minutes after the time appointed for holding the General Meeting, the Members present shall choose one of their number to be presiding chairman of the General Meeting.
57. The chairman may with the consent of any General Meeting at which a quorum is present (and shall, upon the passing of an Ordinary Resolution of the General Meeting) adjourn such General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place. When a General Meeting is adjourned for ten days or more, seven days notice of the adjourned General Meeting shall be given. 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 General Meeting.
58. Subject to Article 59, a resolution put to the vote of a General Meeting shall be decided on a show of hands. A declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of 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 the resolution.
59. Notwithstanding Article 58, a poll may be demanded in respect of the vote of a General Meeting by:
- (a) the chairman of the General Meeting; or
 - (b) at least two Voting Members.
- Any demand for a poll must be made before the declaration of the result of a vote on a show of hands.
60. If a poll is demanded in accordance with Article 59, then poll shall be taken:
- (a) immediately if the poll is demanded in respect of a resolution to elect a chairman or to adjourn the General Meeting; and

- (b) in all other cases, at such time and in such manner as the chairman of the General Meeting directs.

Any business other than that upon which a poll has been demanded may be proceeded with at the General Meeting at which the poll is demanded.

- 61. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- 62. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the General 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

- 63. Upon every resolution proposed at any General Meeting:
 - (a) Subject to sub-articles (b) and (c) of this Article 63, each Voting Member present in person or by proxy shall be entitled (whether on a poll or show of hands) to one vote for each single Membership account maintained at the Club by that Voting Member.
 - (b) Voting Members for a family Membership account shall be the couple who shall be entitled to one vote each.
 - (c) If a family Membership account maintained by the Club includes a single parent, then the Voting Member for that Membership account shall be only that parent who shall be entitled to one vote.
- 64. Every Voting Member shall be entitled to appoint another person (whether a Member or not) as a proxy to attend and vote at any General Meeting of the Club, and a proxy so appointed shall also have the same right as the Voting Member to speak at the General Meeting. A proxy shall be appointed in writing under the hand of the appointer. The instrument appointing a proxy shall be deposited at the Club not less than 24 hours before the commencement of the General Meeting at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- 65. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

LADIES' RECREATION CLUB

I, _____ of _____ being a Member of the Ladies' Recreation Club, hereby appoint _____ of _____, or failing him, _____ of _____ as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General Meeting of the Ladies' Recreation Club to be held on _____, and at any adjournment thereof.

Dated:

Signed:

- 66. If the General Meeting is convened for the consideration of resolutions and voting by Members in respect of those resolutions, then a Member appointing

a proxy may use the following form or a form as near thereto as circumstance admits:

LADIES' RECREATION CLUB

I, _____ of _____ being a Member of the Ladies' Recreation Club, hereby appoint _____ of _____, or failing him, _____ of _____ as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General Meeting of the Ladies' Recreation Club to be held on _____, and at any adjournment thereof.

This form of proxy is to be used in respect of the resolutions mentioned below as follows:

Resolution 1 - in favour / against *
Resolution 2 - in favour / against *

* strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Dated:

Signed:

67. The instrument appointing a proxy shall be deemed to confer authority upon the proxy to demand or join in demanding a poll.
68. 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, or the transfer of the debenture in respect of which the proxy is given, provided that no notice in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Club not less than 24 hours before the commencement of the General Meeting or adjourned General Meeting at which the proxy is used.
69. An instrument appointing a proxy may be revoked by forwarding to the Honorary Secretary, not less than 24 hours before the commencement of the General Meeting at which the person is named in such instrument proposes to vote, written notice of such revocation signed by the appointer.
70. If a General Meeting is convened on requisition by the Members in accordance with Article 45 and the business for which such General Meeting is convened is decided by a majority present and entitled to vote, no other General Meeting shall be convened for the same business before the next Annual General Meeting except with the sanction and approval of the General Committee.

BALLOTING COMMITTEE

71. Only Members who are Life, Ordinary or Debenture Members may be elected to the Balloting Committee.

72. Candidates for election to the Balloting Committee must satisfy the following criteria:
- (a) at the Annual General Meeting, the longest serving elected member of the Balloting Committee has to retire from his office as a member of the Balloting Committee;
 - (b) candidates for election to the Balloting Committee must have been a Life, Ordinary or Debenture Member for a period of at least one year prior to the date of the Annual General Meeting (or General Committee meeting when Article 74 applies), at which his nomination will be considered; and
 - (c) no person can be nominated as a candidate for election to the Balloting Committee if he has previously been suspended from Membership anytime during the period of four years immediately preceding the date of the Annual General Meeting (or General Committee meeting when Article 74 applies), at which his nomination will be considered.
73. Each candidate for election must be nominated by two Voting Members by written notice to the Honorary Secretary at least two months before the Annual General Meeting at which the candidate is to be proposed, such notice to be accompanied by the written consent of the relevant candidate.
74. Any vacancy in the Balloting Committee occurring between Annual General Meetings may be filled by the General Committee, and ratified at the next Annual General Meeting.

GENERAL COMMITTEE

75. The General Committee shall comprise not more than eleven nor less than seven persons. Only Members who are Life, Ordinary or Debenture Members may be elected to the General Committee.
76. Candidates for election to the General Committee must satisfy the following criteria:
- (a) no person who has been a member of the General Committee for the immediately preceding four years may be re-elected as a member of the General Committee (whether at an Annual General Meeting, by the General Committee, or otherwise);
 - (b) candidates for election to the General Committee must have been a Life, Ordinary or Debenture Member for a period of at least one year prior to the date of the Annual General Meeting at which his nomination will be considered; and
 - (c) no person can be nominated as a candidate for election to the General Committee if he has previously been suspended from Membership anytime during the period of 4 years immediately preceding the date of the Annual General Meeting at which his nomination will be considered.
77. Each candidate for election must be nominated by two Voting Members by written notice to the Honorary Secretary at least two months before the

Annual General Meeting at which the candidate is to be proposed, such notice to be accompanied by the written consent of the relevant candidate.

78. Any vacancy in the General Committee occurring between Annual General Meetings may be filled by the General Committee, and ratified at the next Annual General Meeting. The continuing members of the General Committee 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 these Articles as the necessary quorum of the General Committee, the continuing members of the General Committee may act for the purpose of increasing the number of members of the General Committee to that number, or of summoning a General Meeting, but for no other purpose
79. A member of the General Committee may not receive any salary or remuneration in respect of the holding of such office. Members of the General Committee shall be reimbursed from the funds of the Club for travelling and other expenditure properly incurred in the course of fulfilling their functions and duties as a member of the General Committee.

POWERS AND DUTIES OF THE GENERAL COMMITTEE

80. The affairs of the Club shall be managed by the General Committee, 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.
81. The exercise of management powers of the General Committee shall be subject to the provisions of the Ordinance, these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Club in General Meeting. No amendment to these Articles, the Rules, or to any regulation made by the Club in General Meeting shall invalidate any prior act of the General Committee which would have been valid if that amendment had not been made.
82. The General Committee may exercise all the powers of the Club to borrow money, to give guarantees and to mortgage or charge the undertaking and property of the Club and to issue debentures (whether secured or unsecured) and securities, whether outright or as collateral security for any debt, liability or obligation of the Club provided however that the consent of the Members of the Club in General Meeting shall be required before the General Committee may take any such action which would or might impose upon the Club a liability in excess of HK\$10,000,000 or such greater amount as shall be resolved upon by the Members by Special Resolution passed at a General Meeting from time to time.
83. The members of the General Committee may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Members, to be the attorney or attorneys of the Club for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Members under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney to delegate all or any of the powers, authorities and discretions vested therein.

84. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for monies paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by at least two persons, signing jointly, from such persons that the General Committee may authorise from time to time by a resolution passed by Majority Vote.
85. The approval of the Voting Members of the Club by Special Resolution in General Meeting shall be required before the General Committee may take any action which would or might result in the Club incurring capital expenditure of HK\$50,000,000 or more in any 12 month period.

SUB-COMMITTEES

86. The General Committee may from time to time appoint such sub-committees consisting of such Members (subject to Article 87) as it considers necessary for securing the efficient discharge of its functions, and may delegate to any such sub-committee any of its powers and duties provided that:
 - (a) no delegation made under this Article 86 shall preclude the General Committee from exercising or performing or resuming at any time any of the powers and duties so delegated;
 - (b) any sub-committee appointed by the General Committee shall, in exercise of the powers delegated to it, conform with any rules and directions given by the General Committee from time to time; and
 - (c) the appointments to any sub-committee shall be valid only for such term or period as the General Committee may determine.
87. Only persons that are Life, Ordinary, Debenture or Sports Members may be appointed as a member of a sub-committee, and any person who is a Life, Ordinary, Debenture or Sports Member may be appointed a member of any such sub-committee notwithstanding that that person is not a member of the General Committee.
88. The manner of meetings, proceedings and resolutions of any sub-committee shall be as determined by the General Committee, or in the absence of any such determination, shall be governed by the provisions of these Articles or the Rules regulating the proceedings of the General Committee so far as they are capable of applying.

PROCEEDINGS OF GENERAL COMMITTEE

89. The General Committee shall meet on such number of occasions in every calendar year as may be necessary or appropriate to examine the accounts and arrange the affairs of the Club (but in any event no fewer than four occasions in any calendar year). Three members of the General Committee shall constitute a quorum. The President and Vice-President (if any) shall be ex-officio chairman and vice-chairman respectively of the General Committee.
90. The General Committee may meet and adjourn as it thinks proper. Save where otherwise expressly provided in these Articles, questions arising at any General Committee meeting shall be determined by a Majority Vote of the members of the General Committee present, and in the case of an equality of

votes the chairman of the General Committee meeting shall have a second or casting vote.

91. A resolution in writing, signed by the requisite majority of the members of the General Committee, shall be as valid and effectual (as a Majority Vote or Super Majority Vote as the case may be) as if it had been passed at a meeting of the General Committee duly convened and held.
92. A member of the General Committee who has in a material way, whether directly or indirectly, a material interest in a contract or proposed contract with the Club that is a contract of significance in relation to the affairs of the Club shall declare the nature of his interest at a meeting of the General Committee as soon as is practicable.
93. A member of the General Committee shall not vote in respect of any contract in which he is interested or any matter arising for consideration by the General Committee in respect of that contract, and if he does so vote his vote shall not be counted.
94. The General Committee shall cause proper minutes to be made in books provided for the purpose:
 - (a) of all appointments of and to the General Committee and any sub-committees that are made by the General Committee;
 - (b) of the names of the persons present at each meeting of the General Committee and of any sub-committee;
 - (c) of any declarations made or notices given by any member of the General Committee of any interest in any contract or proposed contract of the member of any holding by that member of any office or property whereby any conflict of duty or interest may arise; and
 - (d) of all resolutions and proceedings at all General Meetings of the Club and of the General Committee or of any sub-committee and any such minutes of any General Meeting or any meeting of the General Committee or of any sub-committee shall be signed by the chairman of such meeting or by the chairman of the next succeeding meeting and if so signed shall be receivable as *prima facie* evidence of the matters stated therein.

**DISQUALIFICATION OF MEMBERS OF THE GENERAL COMMITTEE,
BALLOTING COMMITTEE AND SUB-COMMITTEES**

95. The office of a member of the General Committee, Balloting Committee or any sub-committee shall be deemed to be vacated with immediate effect if such member:-
 - (a) becomes bankrupt or makes a composition or scheme of arrangement with creditors generally;
 - (b) is convicted of an indictable offence;
 - (c) becomes of unsound mind or a patient for the purposes of any statutory ordinance or other regulation in force in Hong Kong or

elsewhere relating to mental health and the General Committee resolves that the member vacates the office;

- (d) resigns the office by notice in writing to the Club;
 - (e) is directly or indirectly interested in any contract with the Club and fails to disclose the nature of such interest in the manner required by these Articles or the Ordinance;
 - (f) is removed by an Ordinary Resolution;
 - (g) ceases to be a member of the Club;
 - (h) whose Membership is suspended; or
 - (i) shall for more than six months have been absent without permission of the General Committee from meetings of the General Committee held during that period and the General Committee resolves by a Majority Vote that the member vacates the office.
96. All acts done by any meeting of the General Committee, Balloting Committee, or a sub-committee or by any person acting as a member of the General Committee, Balloting Committee, or sub-committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such 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 or was qualified to be a member of the General Committee, Balloting Committee, or sub-committee.

SECRETARY AND STAFF

97. The General Committee may appoint a general manager, corporate secretary and such other officers and employees of the Club at such remuneration and upon such conditions as they see fit and any general manager, corporate secretary, officer or employee so appointed may be removed by them.
98. The General Committee may, from time to time, if there is no Honorary Secretary or no Honorary Secretary capable of acting, appoint an assistant or deputy Honorary Secretary to exercise the functions of the Honorary Secretary.

THE SEAL

99. The Honorary Secretary shall provide for the safe custody of the seal. The Seal shall not be affixed to any instrument except by the authority of a resolution of the General Committee and every instrument to which the Seal shall be affixed shall be signed by a member of the General Committee and either the Honorary Secretary or another member of the General Committee.

ACCOUNTS

100. The General Committee shall cause proper and true books of accounts to be kept with respect to:-
- (a) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;

- (b) all sales and purchases of goods by the Club; and
 - (c) all assets, credits and liabilities of the Club.
101. The books of account shall, subject to section 121(3) of the Ordinance, be kept at the Registered Office or such other places as the General Committee thinks fit, and shall always be open to the inspection of the General Committee. 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 the Club's affairs and to explain its transactions.
 102. The General Committee 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, books and documents of the Club or any of them shall be open to the inspection of Members not being members of the General Committee and no Member (not being a member of the General Committee) shall have any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the General Committee or by the Club by an Ordinary Resolution in General Meeting.
 103. The General Committee shall, from time to time in accordance with the provisions of the Ordinance, cause to be prepared and to be laid before the Club in General Meeting such income and expenditure account, balance sheet and reports as are required by the Ordinance to be laid before such meeting.
 104. A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Club in General Meeting, together with a copy of the General Committee's report and the auditor's report, shall, not less than 21 days before the date of the General Meeting, be sent to every Member and to all persons other than Members entitled to receive notices of General Meetings of the Club.
 105. The Club shall receive all entrance fees, subscriptions, amounts of members' bills and all other dues from the Members or other persons, as well as all other monies payable or due to the Club, and the Honorary Treasurer's receipt, or in his absence that of the Honorary Secretary or Manager, shall be sufficient discharge of the corresponding payment obligation.

AUDITORS

106. The Auditors shall be appointed and their duties regulated in accordance with the provisions of the Ordinance.
107. In the event of a casual vacancy occurring in the office of auditor, the General Committee may make an appointment to fill such vacancy to hold office until the next Annual General Meeting.

MEMBERS' ACCOUNTS

108. The General Committee may at its discretion require any Member at any time to deposit with the Club such sum as it may from time to time determine, which the General Committee may apply at any time to set off payments due by the Member in respect of chits signed by the Member or any amounts due by the Member to the Club.

109. The obligation of each Member to pay in respect of any outstanding amount (including subscriptions) on his Membership account shall be dealt with in accordance with the Rules. An account of all monies owing to the Club by each Member shall be made up to the last day of each month and rendered to him not later than the 15th day of the immediately following month for payment. Failure to notify the Member of amounts due by him to the Club shall not release the Member from his obligation to make such payments when due.
110. In addition to the provisions of the Rules, if a Member fails to pay his account when due, the General Committee may direct that the name of such Member be posted on the Club notice board and, if the account is not paid within such further time (if any) as the General Committee shall think fit, then the General Committee may:
- (a) suspend his Membership;
 - (b) charge interest on the amount due calculated at 2% above the prevailing best lending rate of The Hongkong & Shanghai Banking Corporation Ltd. in Hong Kong from the date on which the relevant amount became due until the date on which all amounts due are fully discharged (both dates inclusive); or
 - (c) cancel the Membership of the Member and remove the Member from the Club Roll, provided that the General Committee may at its sole discretion reinstate the Membership of a Member and restore his name to the Club Roll upon payment of all amounts due calculated to the date of reinstatement and upon a satisfactory reason being given to the General Committee for non-payment.
111. The account of a Member may be rendered:-
- (a) by presenting the account to the Member personally;
 - (b) by leaving the same at or posting the same addressed to the Member's place of business or residence in Hong Kong as notified by the Member to the Club; or
 - (c) by delivery of the account by electronic mail to the electronic mail address notified from time to time by the Member to the Club.

THE RULES

112. The General Committee may, from time to time, make Rules, or supplement, alter and repeal any of the Rules, as it considers necessary or appropriate for the proper management and regulation of the Club and the use, enjoyment of the Club by the Members, Officers, visitors, employees and agents, including without limitation Rules regulating:
- (a) eligibility and criteria for Membership and continuance of Membership of the respective classes of Membership of the Club;
 - (b) the amount of:
 - (i) subject to Article 113, entrance fees;

- (ii) in the case of a Member transferring from one class of Membership to another, transfer fees;
 - (iii) Absent Member's fees;
 - (iv) subject to Article 113, subscriptions; and
 - (v) other fees payable from time to time by any class of members, and when such fees or subscriptions shall be payable, and the period covered by, and the conditions attaching to the payment of such fees and subscriptions;
- (c) the prices payable for food, beverages and services supplied by, and the use of the facilities of, the Club;
 - (d) the use of the Club's premises and facilities by Members;
 - (e) the conduct of Members in relation to one another and to the Club's servants;
 - (f) the setting aside of the whole or any part or parts of the Club's premises or facilities for any group or class or classes of Members at any particular time or times and for any particular purpose or purposes; and
 - (g) generally all such other matters as are commonly the subject matter of the Club's Rules.
113. No Rule or Rules regulating entrance fees or subscriptions payable by Members or applicants for Membership may come into force unless and until it has been adopted by an Ordinary Resolution.
114. Subject to Article 113, Rules shall come into force on the date prescribed by the General Committee.
115. All new Rules or alteration or repeal of Rules shall be published on the website of the Club as soon as practicable after their approval by the General Committee or in a conspicuous place in the Club's premises for a period of seven days.
116. The Honorary Secretary shall maintain a current copy of the Rules in a Rule Book, and the Rule Book shall be open to inspection by all Members. Failure to enter Rules in the Rule Book shall not invalidate the Rule or Rules or alteration or repeal concerned.
117. All Rules approved by the General Committee or, in accordance with Article 114, the Voting Members in General Meeting, and notices issued in accordance with the provisions of the Rules, shall be binding on Members until repealed by the General Committee or set aside by an Ordinary Resolution.

MODIFICATION OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION

118. Amendments to the Memorandum and Articles may be proposed:
- (a) by the General Committee; or

- (b) by 10% in number of the Voting Members,
and shall require the approval of a Special Resolution.
119. No addition, alteration or amendment shall be made to or in the Memorandum and Articles for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing

NOTICES

120. A notice (including notice to General Meeting) may be given by the Club to any Member pursuant to any one of the following means:
- (a) by personal service to the correspondence address provided by the Member;
 - (b) by post to the correspondence address provided by the Member;
 - (c) by e-mail to the e-mail address provided by the Member, provided that the Member has agreed to receive notices by this method; or
 - (d) by posting on the Club's website, provided that the Member is regarded as having agreed to receive notices by this method (if the Club has not received within 28 days beginning with the date on which the request was sent in accordance with section 168BAH(4)(c) of the Ordinance and that the Member has been notified of the matters as set out in section 168BAH(8) of the Ordinance).
121. 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.
122. Where a notice is sent by email, service of the notice shall be deemed to be effected by properly sending an email containing the notice to the email address provided by the Member, and to have been effected at the expiration of 48 hours after the email containing the same is sent.
123. Where a notice is sent by posting on the Club's website, service of the notice shall be deemed to be effected by properly posting the notice on the Club's website.
124. A Member who has not supplied to the Club any correspondence address within Hong Kong or any email address to which notices may be addressed and not agreed to receiving notices on the Club's website, shall be deemed to have received any notice which shall have been displayed at the premises of the Club and shall have remained there for a period of 24 hours, and the time at which such notice shall be deemed to have been received by such Member will be at the expiration of 24 hours from the time when it shall have been so first displayed.

INDEMNITY

125. Every Officer, Member appointed to the General Committee, Balloting Committee and a Sub-Committee, and Auditor 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 connection with any application under section 358 of the Ordinance in which relief is granted to him by the Court.

INSOLVENCY

126. The provisions of Clause 8 of the Memorandum of Association relating to the winding-up or dissolution of the Club shall have effect and be observed as if the same were repeated in this Article.

Names, Addresses and Description of Subscribers
(Sd.) R. MATHIESON, No. 28, Lugard Road, Hong Kong, Married Woman
(Sd.) G.F. WHITE, No. 5, Thorpe Manor, May Road, Hong Kong, Married Woman
(Sd.) MARY E. OLIVER, No. 20, Peak Road, Hong Kong, Married Woman
(Sd.) M. MARTIN, No. 7, Branksome Towers, May Road, Hong Kong, Married Woman
(Sd.) A. G. WADDELL, No. 505, The Peak, Hong Kong, Married Woman
(Sd.) H. M. PROPHET, No. 20, Peak Road, Hong Kong, Married Woman
(Sd.) SARA RALSTON, No. 151, The Peak, Hong Kong, Married Woman

Dated the 26th day of February, 1938.

WITNESS to the above signatures,

(Sd.) JAMES T. PRIOR, Solicitor, Hong Kong
