

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

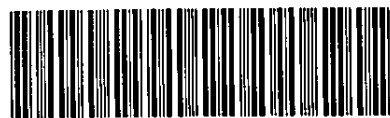
Glenealy School Parent Teacher Association Limited

Incorporated the day of 2008

JSM
in association with MAYER BROWN LLP
and MAYER BROWN INTERNATIONAL LLP

**MAYER • BROWN
JSM**

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THE COMPANIES ORDINANCE (CAP. 32)

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

Glenealy School Parent Teacher Association Limited

1. **NAME**

The name of the company is "Glenealy School Parent Teacher Association Limited" (the "Association").

2. **REGISTERED OFFICE**

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

3. **OBJECTS**

Subject to the ESF Ordinance (as defined in Article 1 of the Articles of Association), the objects of the Association are:-

- (1) to acquire and takeover all the assets and liabilities of the unincorporated association known as "Glenealy School Parent Teacher Association" (the "Predecessor Association") as at such date as determined between the Committee (as defined in Article 1) and the Predecessor Association;
- (2) to promote co-operation between the Parents (as defined in Article 1) of the Students (as defined in Article 1) of "Glenealy School" (the "School") and the Teachers (as defined in Article 1) for the promotion of education;
- (3) to facilitate discussion between the Parents and the Teachers on matters relating to the education offered by the School including but not limited to:-
 - (a) the School's curriculum;
 - (b) the quality of education provided at the School;

- (c) the assessment of, and school reports on the Students; and
- (d) the behaviour of the Students;
- (4) by the agreement of the Principal (as defined in Article 1), to organise extra-curricular and other supporting activities for the Students and provide or assist in providing, through financial and other support, educational aids, facilities and materials for Students;
- (5) to raise, accept and collect funds, and to organise any lawful activities as decided by the Committee to raise, accept and collect funds, to support the Association and the School and/or for the purposes of carrying out or achieving any charitable objects herein contained and/or to make donations to any charitable organisations;
- (6) to support the School and to improve the educational environment of the School for the benefit of the Students;
- (7) to provide opportunities for the Parents to take an active part in the life of the School with a view to promoting the education of the Students;
- (8) to provide opportunities for the Parents and for the members of the Association to meet and discuss on general educational matters;
- (9) subject to the discretion of the Committee, to represent the views of any Parents to the Foundation (as defined in Article 1), the school council of the School or any board of governors or any other management body or committee of the Foundation or to any body or committee representing the interest of the Parents under the ESF Ordinance;
- (10) to carry out and perform all and any other acts, works, enterprises or things as are of a charitable nature;
- (11) in furtherance of its charitable objects but not otherwise, the Association may:-
 - (a) provide or organise, or facilitate, arrange for or co-ordinate the provision or organisation by third parties of a school bus service (i) for the Students; provided that such bus service shall, to the extent practicable, be fully financed by the Parents of the Students using the service, and (ii) for such activities of the School as the Principal and the Committee shall jointly approve;
 - (b) establish and operate shops for the primary purpose of serving the Students and the Parents, provided that such shops shall each be financially self-supporting;
 - (c) confer and revoke awards for Students;

- (d) provide appropriate amenities for the School;
- (e) hold or assist in holding exhibitions and competitions for the purpose of promoting the objects of the Association;
- (f) print, publish and sell periodicals, books or leaflets for promoting the objects of the Association;
- (g) present, promote, organize, provide, manage, sponsor, produce and/or show plays, films, concerts, fairs, bazaars, entertainments, functions, events, exhibitions, tutorials, seminars, courses and workshops for the enjoyment of visitors, the general public or sectors of the public;
- (h) accept, solicit, apply for, invite and collect from members of the Association or from any other persons, corporations or authorities, subscriptions, donations, gifts, grants, bequests and any other assistance, including without limitation, offering raffle tickets for sale;
- (i) design, manufacture, install and maintain electronic websites, appliances, apparatus, platforms or mechanisms of every description for the purposes of promoting the objects herein contained;
- (j) acquire by purchase, gift or otherwise, any real, personal or intellectual property whether subject to any special trust or not;
- (k) sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property, assets, rights and privileges of the Association;
- (l) undertake and execute any trusts which may lawfully be undertaken by the Association;
- (m) borrow or raise money for the purposes of the Association and on such security as the Committee may think fit;
- (n) invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as the Committee may think fit;
- (o) insofar as the same are necessary to further the charitable objects of the Association, lend money to non-profit-making schools, charitable associations or institutions, provided that the loan is less than 50% of the Association's assets and the Committee (as defined in Article 1) is reasonably satisfied that the loan will be repaid in full within a period of 10 years;
- (p) subject to Clauses 4 and 5 of this Memorandum of Association, employ, engage and remunerate and, from time to time, dismiss and replace with

others such employees and staff of the Association, and such lawyers, accountants, surveyors and other professional or non-professional advisers, consultants or contractors as the Committee may think fit;

- (q) draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, bills of exchange and other negotiable or transferable instruments;
- (r) obtain any enactment or order for enabling the Association to carry any of its objects into effect or for effecting any modification of the Association's Memorandum and Articles of Association or for any other purpose which may seem expedient;
- (s) vest any real or personal property, rights or interest acquired or belonging to the Association in any person for the benefit of the Association with a declaration in favour of the Association;
- (t) generally originate, purchase, or by other lawful means acquire and protect, prolong, renew, develop and improve, throughout the world, any patents, patent rights, copyrights, trademarks, trade names, processes, protections, licenses and concessions concerned with inventions, exclusive or non-exclusive, or limited right to use any secret or any device, emblem, name, or motto or any know-how or any secret information and sell, let, charge, dispose of, use, manufacture under and grant licenses or privileges in respect of the same;
- (u) subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities of any other association or company having objects altogether or in part similar to those of the Association or carrying on any enterprise or operation capable of being conducted so as to benefit the Association provided that any such other association or company shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4 and 5 of this Memorandum;
- (v) in furtherance of the charitable objects of the Association, guarantee or otherwise support or secure by personal covenant or by mortgaging or charging not more than 50% of the undertaking, property, assets and rights (present and future) of the Association; provided that none of the funds of the Association shall be subscribed to any association, institution, corporation and organisation which does not prohibit the distribution of its income and the property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4 and 5 hereof;
- (w) establish and support or aid in the establishment and support of any charitable associations or institutions provided that such associations or institutions shall have restrictions on the distribution of their income and

property amongst their members to an extent at least as great as is imposed on the Association under Clauses 4 and 5 of this Memorandum of Association and to subscribe or guarantee the payment of moneys which may seem directly calculated to benefit the Association;

- (x) donate money and provide funds to charitable institutions and organisations;
- (y) amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Association provided that the Association shall not amalgamate with any companies, institutions, societies or associations unless they shall prohibit distribution of their income and property amongst their members to an extent at least as great as is imposed on the Association under Clauses 4 and 5 of this Memorandum;
- (z) support or oppose any proceedings or applications which may seem calculated to benefit or prejudice the Association's interest;
- (aa) obtain approvals, permits and licences necessary to carry out any activities permitted under this Clause 3;
- (bb) pay out of the funds of the Association all expenses which the Association may lawfully pay with respect to the incorporation and registration of the Association; and
- (cc) carry out any other lawful acts, works, enterprises or things which are incidental, desirable for, or conducive to the attainment or furtherance of the charitable objects of the Association or any of them;

Provided that:-

- (i) in case the Association shall take or hold any property which may be subject to any trusts, the Association shall 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 regulations 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, the laws of Hong Kong) are hereby excluded; and
- (iv) to the extent that any object or power set out in this Clause 3 is inconsistent with the ESF Ordinance, such object or power shall only be fulfilled or exercised by the Association if the applicable conditions or requirements under the ESF Ordinance are satisfied.

4. USE OF INCOME AND PROPERTY

- (1) The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association.
- (2) Subject to Clauses 5(2) and (3) below, no portion of the income and property of the Association 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.

5. REMUNERATION, INTEREST AND RENT

- (1) No member of the Committee of the Association 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 no remuneration or other benefit in money or money's worth (except as provided in Clause 5(3) below) shall be given by the Association to any member of the Committee or governing body.
- (2) Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association not being a member of the Committee or governing body of the Association in return for any services actually rendered to the Association.
- (3) Nothing herein shall prevent the payment, in good faith, by the Association:-
 - (a) to any member of the Committee or governing body of the Association of out-of-pocket expenses;
 - (b) of interest on money lent by any member of the Association or the Committee or its governing body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by The Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Association or of the Committee or governing body of the Association; and
 - (d) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Association or of the Committee or governing body of the Association 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 part of its votes.
- (4) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with Clauses 5(2) and (3) and 8 of this Memorandum of Association.

6. **LIMITED LIABILITY**

The liability of the members of the Association is limited.

7. **CONTRIBUTION TO ASSETS**

Every member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up while such person is a member or within one year thereafter, for payment of the debts and liabilities of the Association contracted before such person 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 HK\$1.

8. **APPLICATION OF EXCESS PROPERTY**

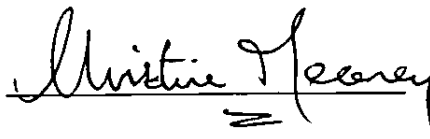
If, upon the winding up or dissolution of the Association, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association in their capacities as such members but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4 and 5 of this Memorandum of Association, 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 the Hong Kong Special Administrative Region 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.

I, the person whose name, address and description are hereto subscribed, am desirous of being formed into a company in pursuance of this Memorandum of Association.

Name, Address and Description of Subscriber

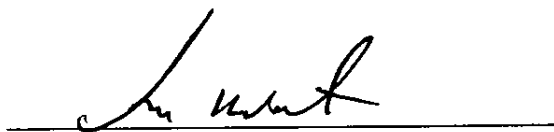
Christine MEANEY
10B, Hamilton Court
#8 Po Shan Road
Mid-Levels
Hong Kong

Editor



Dated the 16th day of June 2008

WITNESS to the above signature:



Name : Mrs. Stephanie Weathington
Address : 2B, Right Mansion, #29 Robinson Road, Mid-Levels, Hong Kong
Occupation : Director

THE COMPANIES ORDINANCE (CAP. 32)

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

Glenealy School Parent Teacher Association Limited

DEFINITIONS AND INTERPRETATION

1. In these Articles, except where the context otherwise requires:-

- | | |
|--------------------|--|
| "Association" | means the company incorporated as "Glenealy School Parent Teacher Association Limited". |
| "Committee" | means the committee for the time being of the Association. |
| "Committee Member" | means any member of the Committee, who shall be deemed to be a director for the purposes of the Ordinance. |
| "Chairman" | means the person for the time being elected by the Members according to Article 31(a) to hold the office of chairman of the Committee. |
| "ESF Ordinance" | means The English Schools Foundation Ordinance (Cap. 1117, the laws of Hong Kong) as amended, modified, supplemented or replaced from time to time and including any regulations and rules made under or pursuant thereto. |
| "Financial Year" | means the financial period of the Association as decided by the Committee from time to time. |
| "Foundation" | means The English Schools Foundation, a body corporate established pursuant to the ESF Ordinance. |

"Honorary Member"	means any such Member as is appointed as an Honorary Member in accordance with Article 4.
"Member"	means any person admitted to membership of the Association according to these Articles, and shall include the Parent Members, the Teaching Staff Members and the Principal Member and also the Honorary Members and the Student Members (if any).
"Office"	means the registered office, for the time being, of the Association.
"Ordinance"	means the Companies Ordinance (Cap. 32, the laws of Hong Kong) as amended, modified, supplemented or replaced from time to time.
"ordinary resolution"	means a resolution which has been passed by more than 50 per cent of the votes cast by such Members as being entitled so to do, vote at a general meeting.
"Parent"	in relation to a Student, includes (a) any guardian of the Student; and (b) a person who is not the parent or guardian of the Student but has the actual custody of the Student.
"Parent Member"	means any such Member as is more specifically defined as a Parent Member in Articles 4 and 5.
"Parents' Representative"	has the meaning ascribed to it in Article 30(e).
"Principal"	means the principal of the School for the time being for the purposes of the Education Ordinance (Cap. 279, the laws of Hong Kong).
"Principal Member"	means such Member as is more specifically defined as the Principal Member in Articles 4 and 7.
"Register"	means the Register of Members of the Association to be kept pursuant to Section 95 of the Ordinance.
"School"	means Glenealy School.
"Seal"	means the common seal of the Association.
"Secretary"	means any person appointed to perform the duties of the secretary of the Association pursuant to Section 154 of the Ordinance, who, for the avoidance of doubt, may be different from the person holding the office of honorary secretary referred to in Article 31(c).

- "special resolution" means, subject to the Ordinance, a resolution which has been passed by not less than 75 per cent of the votes cast by such Members as being entitled so to do, vote at a general meeting.
- "Student" means any person who is a student at the School or has been offered and has accepted a place at the School.
- "Student Member" means any such Member as is more specifically defined as a Student Member in Articles 4 and 8.
- "Teacher" means any member of the staff of the School who are employed as teachers at the School. For the avoidance of doubt, "Teacher" does not include the support staff and educational assistants of the School.
- "Teachers' Representative" has the meaning ascribed to it in Article 30(f).
- "Teaching Staff Member" means any such Member as is more specifically defined as a Teaching Staff Member in Articles 4 and 6.
- (a) References herein to Articles are to articles of these Articles of Association. Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine and vice versa.
- (b) Expressions referring to "writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, and other modes of representing or reproducing words in a visible form.
- (c) These Articles shall be construed with reference to the provisions of the Ordinance and terms used in these Articles shall be taken as having respective meanings as they have when used in the Ordinance.
- (d) If and so long as the Association has only one Member, all the provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one Member.

MEMBERSHIP

2. The number of Members with which the Association proposes to be registered is 1500 , but the Committee may, from time to time, register an increase.
3. The Subscribers to the Memorandum of Association shall automatically become Parent Members.

CLASSES OF MEMBERS

4. There shall be at least three classes of Members consisting of the Parent Members, the Teaching Staff Members and the Principal Member. The Association may from time to time by ordinary resolution appoint (subject to the consent of such relevant individual) any member of the community to join the Association as an Honorary Member and invite any Student to join the Association as a Student Member, in each case on such terms and conditions as the Association may determine from time to time. The Committee shall review the Honorary Membership and Student Membership annually.
5. Each Parent shall automatically become and be a Parent Member. Each Parent Member shall be entitled to receive notice of, attend and vote at all general meetings provided that each family shall only have one vote irrespective of the number of Students such family has in the School. The membership of any Parent Member who ceases to have any child as a Student shall terminate automatically without notice unless he retains membership in any other capacity.
6. The Teachers shall automatically become and be Teaching Staff Members by virtue of their appointment at the School. Each Teaching Staff Member shall be entitled to receive notice of, attend and vote at all general meetings. Each Teaching Staff Member shall have one vote. The membership of any Teaching Staff Member shall cease automatically upon termination of his employment as a Teacher unless he retains membership in any other capacity.
7. The Principal shall automatically become the Principal Member by virtue of his appointment at the School. The Principal Member shall be entitled to receive notice of, attend and vote at all general meetings. The Principal Member shall have one vote. The membership of the Principal Member shall cease automatically upon termination of his appointment as the Principal unless he retains membership in any other capacity.
8. Honorary Members and Student Members shall not be entitled to vote at any general meetings but shall be entitled to receive notice of, attend and speak at such meetings.
9. A Parent who is also a Teacher shall be regarded as a Parent Member and not as a Teaching Staff Member. The Principal shall be regarded as the Principal Member even if he is also a Parent.

MEMBERSHIP FEES

10. Each family is liable to pay an annual membership fee in accordance with these Articles in respect of each school year. Unless the Association otherwise decides in general meeting, such membership fee shall be determined by the Committee annually provided that a maximum amount may be imposed in accordance with the ESF Ordinance on the membership fee that may be fixed under this Article.
11. If there is more than one Student in any family, only a single membership fee is payable in respect of those Students in the same family and payment thereof shall qualify all Parents of such Students as Parent Members for the relevant school year.

12. The membership fee for a school year shall be payable at the time at which the school fee for the first month of the school year becomes payable, or where a Student is admitted to the School during the course of the school year, at the time at which the school fee for the first month following the Student's admission to the School becomes payable.
13. All membership fees are non-returnable.
14. No membership fee shall be required to be paid by any Members other than the Parent Members provided that the Committee may require any Teaching Staff Members to pay the annual membership fee if such Teaching Staff Member enjoys any specific services provided by the Association.

GENERAL MEETINGS

15. The Association shall, in each year, hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one annual general meeting and the date of the next annual general meeting, provided that, so long as the Association holds its first annual general meeting within 18 months of incorporation, it need not hold an annual general meeting in the year of incorporation or the following year. The annual general meeting shall be held not later than December 31st in each school year, at such place in Hong Kong and on such date and at such time as the Committee shall decide.
16. Any general meeting, other than an annual general meeting, shall be called an extraordinary general meeting.
17. The Committee may, whenever it thinks fit, convene an extraordinary general meeting to be held at such time and place as they shall determine. An extraordinary general meeting shall also be convened on a requisition of any Members representing not less than one-twentieth of the total voting rights of all the Members having the right to vote at a general meeting in accordance with Section 113 of the Ordinance.
18. The business to be conducted at an annual general meeting shall, unless otherwise decided by the Committee subject to the Ordinance, include the following:-
 - (a) to receive the reports of the Committee and the auditors, the balance sheets and accounts for the preceding Financial Year;
 - (b) to elect the Committee Members as set out in Articles 30 for the current year, their term of office to commence at the end of such annual general meeting;
 - (c) to appoint or re-appoint the auditors of the Association and to fix their remuneration;
 - (d) to discuss those matters affecting the affairs of the Association which have been included in the agenda;

- (e) subject to the approval of the Committee, to discuss any matter which has not been included in the agenda but has been submitted to the Chairman or such other Committee Member appointed by the Committee for such purpose in writing at least 7 days before the date of the annual general meeting; and
- (f) to discuss, with the approval of the majority of those present, any matter raised at the meeting but not included in the agenda.

NOTICE OF GENERAL MEETINGS

- 19. Subject to Section 116C of the Ordinance, an annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 days' notice in "writing" (as defined in Article 1(b)) and any other general meeting shall be called by not less than 14 days' notice in "writing". Such notice may be served by e-mail transmission or any other methods set out in Article 65. 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, date and time of the meeting and, in the case of special business, the general nature of that business and shall be given in any manner specified in these Articles or in such other manner if any as may be prescribed by the Association in general meeting to such persons as are, under these Articles entitled to receive notices from the Association.
- 20. A meeting of the Association shall, notwithstanding that it is called by shorter notice than prescribed in Article 19, be deemed to have been duly convened if it is so agreed, in the case of a meeting called as an annual general meeting, by all the Members and, in the case of any other meeting, by a majority in number of the Members, being a majority together representing not less than 95 per cent of the total voting rights of all the Members entitled to attend and vote at that meeting.
- 21. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 22. 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 otherwise provided, 30 Members including at least 25 Parent Members present in person shall be a quorum.
- 23. All business shall be deemed special that is transacted at an extraordinary general meeting and all that is transacted at an annual general meeting except for consideration of the accounts, balance sheets and the reports of the Committee and auditors, the election of Committee Members in place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

24. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved but, in any other case, it shall be adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the Committee may determine.
25. The Chairman or in his absence, the vice chairman (if any) of the Committee, shall preside as chairman at every general meeting. If there is no such Chairman or vice chairman, or if neither the Chairman nor the vice chairman is present within 15 minutes after the time appointed for holding the meeting, or if neither of them is willing to act, the Committee Members present shall choose one of their number to preside as chairman of the meeting.
26. If at any meeting no Committee Member is willing to act as chairman or if no Committee Member is present within 15 minutes after the time appointed for holding the meeting, the Members present who are entitled to vote shall choose one of their number to be chairman of the meeting.
27. The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the 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 meeting from which the adjournment took place. When a meeting is adjourned for 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.
28. Subject to Article 32(e), at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or by means of a secret written ballot, as the chairman of the meeting deems fit. No proxy voting shall be allowed.
29. In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.

COMMITTEE

30. Subject to Article 39, the management of the Association and of its property and funds shall be vested in the Committee. The Committee shall consist of not fewer than 5 and not more than 16 members and shall comprise the following positions:-
 - (a) the Chairman;
 - (b) the vice-chairman;
 - (c) the honorary secretary (who may but shall not be obliged to act as the Secretary);
 - (d) the honorary treasurer; and

- (e) not fewer than 2 but not more than 8 additional Parent Members (other than Parent Members who are also Teachers) elected or appointed in accordance with Articles 32 or 34 as Parents' representatives (each a "Parents' Representative"); and
 - (f) not fewer than 2 but not more than 3 Teaching Staff Members elected by the Teaching Staff Members pursuant to Article 33 as Teachers' representatives (each a "Teachers' Representative"); and
 - (g) the Principal, ex officio.
31. The following provisions shall apply with respect to the composition of the Committee:-
- (a) The Chairman must be a Parent Member who is not an employee of the Foundation and must be elected to be the Chairman by the Association in general meeting;
 - (b) At all times, there must be at least two additional Parent Members (other than the Chairman) who have been elected by the Association in general meeting; and
 - (c) The positions under Article 30(b) to (d) must be filled by Parent Members.
32. Subject to the other provisions in these Articles, each Committee Member (other than the Principal and the Teachers' Representatives) shall be elected at general meeting. Any election of Committee Members (other than the Principal and the Teachers' Representatives) at any general meeting shall be conducted in accordance with the following provisions:
- (a) Subject to Article 32(b), to be eligible for election as a Committee Member in accordance with this Article 32, a person must be nominated by a proposer and a seconder who are both Members. Such nominations may be made in writing to the Chairman at least 3 days before the date of the general meeting at which election is to be made, giving the names and signatures of the proposer and seconder of the nominations and the signed consent of the nominee to accept the post if elected.
 - (b) If no nominations have been received for a vacancy in the Committee prior to the general meeting at which election is to be made, any Member entitled to vote may present a nomination at such meeting but subject to those vacancies for which nominations have been received being first filled.
 - (c) Elections for Committee Members at general meeting shall be by means of secret written ballot where prior written nominations exceed the number of vacancies in posts available for election. Where not more than one nomination is received for any vacancy prior to the general meeting, then each person so nominated shall be declared elected prior to the consideration by the general meeting of any nominations from the floor to fill any remaining vacancies.

- (d) In the case of nominations from the floor, voting shall be by show of hands conducted in such manner as the chairman of the meeting shall direct.
 - (e) In respect of each election, the families and the Principal shall each have the same number of votes as there are vacancies to be filled. For instance, for the election of the Chairman, each family and the Principal shall have one vote. For the election of Parents' Representatives, each family and the Principal shall have 8 votes if there are 8 vacancies for such position and nominations exceed the number of vacancies. The candidate with the greatest number of votes shall be elected and if there is more than one vacancy, the candidate with the second greatest number of votes shall also be elected and so on until all vacancies for such positions have been filled. Teaching Staff Members shall not be entitled to vote for any Committee Members other than the Teachers' Representatives pursuant to Article 33.
 - (f) Two tellers (who may vote but may not stand for election) shall be appointed by a majority vote by show of hands of the Members present and entitled to vote.
33. Teaching Staff Members shall be entitled to elect from among their own number up to 3 Committee Members as Teachers' Representatives. The Teaching Staff Members may remove or replace any Teachers' Representative or fill any vacancy in that position at any time by written notice to the Committee.
34. Where a vacancy occurs in the membership of the Committee (other than in respect of the Principal or the Teachers' Representatives), the Committee may appoint any person among the Members to fill the vacancy pending the holding of an election for membership of the Committee. Any Committee Member appointed by the Committee may be removed or replaced by the Committee at any time by written notice to such Committee Member up to the election or re-election of such person as a Committee Member in accordance with Article 32.
35. Every Committee Member (other than the Principal), who has not previously ceased to be a Committee Member under these Articles, shall retire from office at the close of business of the annual general meeting immediately following (a) the general meeting at which he is elected, (b) his election under Article 33, (c) his appointment under Article 34, or (d) his election under Article 38, as the case may be. A retiring Committee Member shall be eligible for re-election, provided that no person shall serve as an elected Committee Member consecutively for more than six terms.
36. Any Committee Member who ceases to be a Member in the capacity in which he was elected or appointed onto the Committee shall cease to be a Committee Member automatically upon the termination of his membership as a Member. In the case of the Principal, the successor to his office (if any) shall automatically become a Committee Member pursuant to Article 30.

37. The Association may by ordinary resolution remove any Committee Member before the expiration of his period of office in accordance with the Ordinance notwithstanding anything in these Articles, and may elect in accordance with Article 32 another person in place of a Committee Member removed from office.
38. Notwithstanding any other provisions in these Articles, the committee members of the Predecessor Association (as defined in the Memorandum of Association) shall automatically become the first Committee Members and shall retire from office at the first annual general meeting of the Association. Such Committee Members shall, subject to Article 35, be eligible for re-election.

POWERS AND DUTIES OF COMMITTEE

39. The business of the Association shall be managed by the Committee, who may pay all expenses incurred in promoting and registering the Association. The Committee may exercise all such powers of the Association as are not, by the Ordinance or by these Articles, required to be exercised by the Association in general meeting, subject nevertheless to the provisions of the Ordinance or these Articles and to such regulations, being not inconsistent with these provisions, as may be prescribed by the Association in general meeting; but no regulation made by the Association in general meeting shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.
40. The Committee Members who are Parent Members shall, in accordance with the ESF Ordinance, elect from among their own number one person who is not an employee of the Foundation to serve as a member of the school council of the School.
41. All cheques drawn on the Association's bank account or accounts, all orders for payment and other negotiable instruments made or issued by the Association, all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, by at least two persons (at least one of whom shall be a Committee Member) designated by the Committee from time to time..
42. The Committee shall have power to employ and dismiss staff of the Association and to make provision for pensions, gratuities, retirement and other benefits for such staff.
43. The Committee may appoint such officers as it may, from time to time, think fit.
44. The Committee may delegate in writing any of its powers to committees or sub-committees to be appointed by it, and may from time to time revoke such delegation or revoke the appointment of and discharge any such committee or sub-committee either wholly or in part and either as to persons or purposes. Any committee so appointed shall, in the exercise of the powers so delegated, conform to any regulations that may, from time to time, be imposed upon it by the Committee. The meetings and proceedings of any such committee consisting of two or more members shall be governed (adjusted as necessary) by the provisions of these Articles regulating the meetings and proceedings of

the Committee, insofar as the same are not superseded by any regulations made by the Committee under Article 46.

45. The Committee shall have power from time to time to make, amend and repeal all such rules as it may deem necessary or convenient for the carrying out of the objects of the Association and for the proper conduct and management of the Association. No rules shall be inconsistent with, nor shall they affect or repeal anything contained in the Memorandum or Articles of Association and any rule may be repealed by an ordinary resolution passed at a general meeting of the Association.
46. The Committee shall cause minutes to be made in books provided for the purpose:-
 - (a) of all appointments of officers made by the Committee;
 - (b) of the names of the Committee Members present at each meeting of the Committee and of any committee or sub-committee of the Committee; and
 - (c) of all resolutions and proceedings at all meetings of the Association, and of the Committee and of any committee or sub-committee of the Committee.

THE SEAL

47. The Committee shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by authority of a resolution of the Committee. Every instrument to which the Seal is affixed shall be signed by a Committee Member and shall be countersigned by a second Committee Member.

SECRETARY

48. Subject to Clauses 4 and 5 of the Memorandum of Association and other provisions of these Articles, the Secretary shall be appointed by the Committee for such time, at such remuneration and upon such conditions as the Committee thinks fit, and any Secretary so appointed may be removed by the Committee. The person so appointed shall be deemed to be the Secretary for the purposes of the Ordinance and these Articles. The Secretary does not become a Committee Member by virtue of his office, and if the Secretary is a Committee Member, his term of service shall be subject to Article 35.

PROCEEDINGS OF THE COMMITTEE

49. The Committee may meet and regulate its business as it thinks fit.
50. The quorum for a meeting of the Committee shall be 4, of whom at least 2 shall be Parent Members. If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to such other day, time and place as those present may determine.

51. Questions arising at any meeting of the Committee shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
52. The Chairman or a Committee Member may, and the Secretary at any time, on the requisition of a Committee Member, shall, convene a meeting of the Committee.
53. The continuing Committee Members may continue to act, and to carry out all the functions of the Committee notwithstanding any vacancy, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the continuing Committee Members may act for the purpose of appointing any additional Committee Member willing to act or summoning a general meeting of the Association to appoint additional Committee Member but for no other purpose.
54. The Chairman or, in his absence, the vice chairman (if any) of the Committee shall preside as chairman at all meetings of the Committee. If there is no such Chairman or vice chairman, or neither the Chairman nor the vice chairman is present within 15 minutes after the time appointed for holding the same, or if neither of them is willing to act, the Committee Members present shall choose one of their number to be chairman of the meeting.
55. A resolution in writing (which shall include a facsimile letter) signed by all Committee Members for the time being shall be as effective as a resolution passed at a meeting of the Committee duly convened and held and may consist of several documents, each signed by one or more of the Committee Members.
56. All acts done at any meeting of Committee or of a committee or sub-committee of the Committee or by any person acting as a Committee Member shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any such Committee Member 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 Committee Member or a member of the relevant committee or sub-committee, as the case may be.
57. A meeting of the Committee or of a committee of the Committee may consist of a conference between Committee Members who are not all in one place, but of whom each is able (directly or by telephonic or other electronic communication) to speak to each of the others, and to be heard by each of the others simultaneously. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing quorum. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is.

DISQUALIFICATION OF COMMITTEE MEMBER

58. The office of a Committee Member shall be vacated if such member:-
 - (a) holds any office of profit under the Association; or

- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited by law or court order from being a director of a company; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Association; or
- (f) shall for more than 6 months have been absent without permission of the Committee from meetings of the Committee held during that period.

A Committee Member who is interested in any contract to which the Association is or is proposed to become a party shall disclose his interest in accordance with the applicable laws. A Committee Member shall not be entitled to vote in respect of any contract in which he is interested or any matter arising therefrom. Despite the foregoing, such a Committee Member shall be counted in the quorum present at the meeting at which such contract is considered.

ACCOUNTS

59. The Committee shall cause proper books of account to be kept with respect to:-
- (a) all sums of moneys received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Association; and
 - (c) the assets and liabilities of the Association.

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 Association's affairs and to explain its transactions.

60. The books of account shall be kept at the Office or, subject to Section 121(3) of the Ordinance at such other place as the Committee thinks fit and shall always be open to the inspection of the Committee.
61. The 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 and books of the Association or any of them shall be open to the inspection of Members, not being a Committee Member, and no Member (not being a Committee Member) shall have any right of inspection of any account, book or document of the Association except as conferred by statute or authorised by the Committee or by the Association in general meeting.

62. The Committee Members shall from time to time in accordance with Sections 122 and 129D of the Ordinance, cause to be prepared and to be laid before the Association in general meeting such income and expenditure statement, balance sheets and reports as are referred to in those sections.
63. Auditors shall be appointed and their duties regulated in accordance with the Ordinance.
64. A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Association in general meeting, together with a copy of report of the Committee and a copy of the auditor's report, shall be sent to every Member of the Association in accordance with the Ordinance, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

NOTICES

65. A notice may be served by the Association upon any Member by any of the following methods:- (a) personal delivery at or by sending it through the post to the address of the Member appearing in the Register (which shall be an address in Hong Kong); (b) facsimile transmission to the fax number last notified to the Association; (c) e-mail transmission to the email address last notified to the Association; (d) delivery through the School or the Students; and (e) any other lawful and reasonable means as the Committee may from time to time determine. Notices to different Members may be served by different methods as decided by the Committee based on the contact details provided by such Member. In the case of the service of notice by post, it shall be deemed to have been served on the third day following that on which the letter containing the same is put in the post. In the case of personal delivery or a facsimile or email transmission, it shall be deemed to have been served at the time of despatch. In the case where the notice is given through the School or the Students, it shall be deemed to have been served on the date of the notice. No acknowledgement of receipt shall be required. In respect of any other modes of service, the notice shall be deemed to have been served on such date as reasonably decided by the Committee.

INDEMNITY

66. Subject to provisions of Section 165 of the Ordinance, each Committee Member, and any officer, servant or agent for the time being of the Association shall be indemnified out of assets of the Association against any liability incurred by him in the proper and reasonable discharge of his duties in relation to the Association 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 provided further that none of the assets of the Association shall be applied either directly or indirectly in payment of the whole or part of any fine or penalty imposed upon any person by sentence or order of a Court of Justice. The Committee may purchase and maintain appropriate insurance policies (including, without limitation, directors' and officers' liability insurance) for any Committee Member in respect of his potential liability arising from such office.

WINDING UP

67. The Association may be voluntarily dissolved by a special resolution passed at a general meeting.
68. The provisions of Clause 8 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

AMENDMENT OF MEMORANDUM AND ARTICLES

69. The Memorandum of Association and these Articles may be amended from time to time by a special resolution passed at a general meeting.

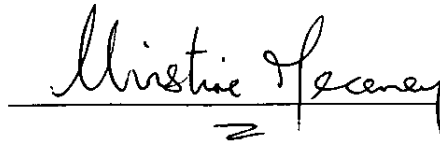
ESF ORDINANCE

70. The Association shall comply with the provisions of the ESF Ordinance to the extent that they are applicable to the Association. If there is any inconsistency between the Memorandum and Articles of Association and the ESF Ordinance, on the recommendation of the Committee, the Association shall do such acts and pass such resolutions as are necessary to remove such inconsistencies. If any dispute shall arise as to the voting right of any person or the eligibility of any Member nominated for election or in relation to any provisions in these Articles, the Committee shall decide the issue in consultation with the Principal and the decision of the Committee shall be final and binding on all Members provided that such decision is not inconsistent with the ESF Ordinance.

Name, Address and Description of Subscriber

Christine MEANEY
10B, Hamilton Court
#8 Po Shan Road
Mid-Levels
Hong Kong

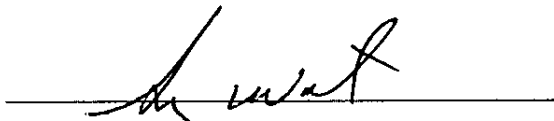
Editor



A handwritten signature in cursive script that reads "Christine Meaney". The signature is written over a horizontal line, with a small horizontal mark below the line under the letter 'e'.

Dated the 16th day of June 2008

WITNESS to the above signature:



A handwritten signature in cursive script that reads "Stephanie Weathington". The signature is written over a horizontal line.

Name : Mrs. Stephanie Weathington
Address : 2B, Right Mansion, #29 Robinson Road, Mid-Levels, Hong Kong
Occupation : Director