

No. ...369198.....  
編號



**CERTIFICATE OF INCORPORATION**  
公司更改名稱  
**ON CHANGE OF NAME**  
註冊證書

I hereby certify that  
本人茲證明

SHUNG TAK ENGLISH COLLEGE ALUMNI  
ASSOCIATION LIMITED  
(崇德英文書院校友會有限公司)

having by special resolution changed its name, is now incorporated under the name of  
經通過特別決議案，已將其名稱更改，該公司現在之註冊名稱為

SHUNG TAK CATHOLIC ENGLISH COLLEGE  
ALUMNI ASSOCIATION LIMITED  
(天主教崇德英文書院校友會有限公司)

Given under my hand this Fourteenth day of January  
簽署於一九九三年一月十四日。

One Thousand Nine Hundred and Ninety Three.

MRS. V. YAM  
P. Registrar General  
(Registrar of Companies)  
Hong Kong

香港註冊總署署長暨公司註冊官  
(註冊主任 任李韻文代行)

No. ...369198.....  
編號



# CERTIFICATE OF INCORPORATION

## 公司註冊證書

I hereby certify that  
本人茲證明

SHUNG TAK ENGLISH COLLEGE ALUMNI  
ASSOCIATION LIMITED

(崇德英文書院校友會有限公司)

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

Given under my hand this Sixteenth day of July  
簽署於一九九二年七月十六日。  
One Thousand Nine Hundred and Ninety Two.

F. N. CHAN

p. Registrar General  
(Registrar of Companies)  
Hong Kong

香港註冊總署署長暨公司註冊官  
(註冊主任 陳訓毅 代行)

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Company Limited by Guarantee  
and not having a Share Capital

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Memorandum of Association

of

shung Tak English College Alumni Association Limited

( 崇德英文書院校友會有限公司 )

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- 1 The name of the Company is "SHUNG TAK ENGLISH COLLEGE ALUMNI ASSOCIATION LIMITED ( 崇德英文書院校友會有限公司 )" (hereafter called "the Association").
- 2 The Registered Office of the Association will be situated in Hong Kong.
- 3 The objects for which the Association is established are:
  - (a) To foster and promote relationships and better understanding amongst the past, present and future students, graduates and staff of Shung Tak English College.
  - (b) To establish in due course and develop a club or clubs with appropriate facilities for the purpose of encouraging social intercourse between Members of the Association.
  - (c) To employ such persons as may be considered necessary for the purpose of the Association and to reward them as appropriate in return for services rendered.
  - (d) To acquire land or property, both physical and intellectual, or any rights or interests therein, which the Association may think necessary for carrying out any of its objects, to use this land or property and dispose of it as necessary in the pursuit of its objects.
  - (e) To enter into contracts and arrangements for the use and disposal of any land or property acquired by the Association for the objects of the Association.

- (f) To produce such written material as may be thought desirable for the promotion of the interests of the Association and to disseminate this material as appropriate.
- (g) To promote such social or academic activities in connection with its objects as it thinks fit.
- (h) To establish and promote, and to subscribe to or become a Member of, any associations or clubs with objects compatible with the objects of the Association.
- (i) To invest and deal with monies of the Association upon such securities and in such manner as may from time to time be determined for the objects of the Association.
- (j) To raise monies in such ways as the Association may think fit for the objects of the Association and to make acceptable arrangements for its repayment.
- (k) To repay to persons who have advanced monies for the purpose of meeting the preliminary expenses of the formation of the Association any amounts due to them.
- (l) To do all or any of the above things by or through agents or otherwise and either alone or in conjunction with others.
- (m) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that:

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

4 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; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the Members of the Association.

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

- 5 The liability of the Members is limited.
- 6 Every Member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up while He is a Member, or within one year after He ceases to be a Member, for payment of the debts and liabilities of the Association contracted before He ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one dollar.
- 7 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association; but shall be given or transferred to 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 amongst its or their Members to an extent at least as great as is imposed on the Association by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution and in default thereof by a Judge of the Supreme Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers:

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| 1) TSE, cheung tong, Robert<br>( 謝長朗 )<br>Accountant | House 69, 18th Street,<br>Hong Lok Yuen,<br>Tai Po,<br>New Territories                 |
| 2) KO, sou Yan<br>( 高守仁 )<br>Bank Manager            | No. 59, Third Street,<br>Section K,<br>Fairview Park,<br>Yuen Long,<br>New Territories |

Dated the 19th day of June, 1992

**WITNESS to the above signatures:**

**EDWARD WONG KWONG WING**  
Solicitor,  
Messrs. Edward Wang & Ng,  
Solicitors, Hong Kong.

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**Solicitor**  
**19th Floor, Yuen Long Trade Centre,**  
**99-109 Castle Peak Road,**  
**Yuen Long, New Territories**