

公司大綱

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**THE HONG KONG ASSOCIATION OF
PROPERTY MANAGEMENT COMPANIES LIMITED**
(香港物業管理公司協會有限公司)

Incorporated the 31st day of January 1990.

(Reprinted inclusive of amendments up to
the 7th-day of May, 1990)

M - BO SECRETARIAL SERVICES LIMITED
安堡秘書服務有限公司

No. 270545
編號

[COPY]

CERTIFICATE OF INCORPORATION

公司註冊證書

I hereby certify that
本人茲證明

**THE HONG KONG ASSOCIATION OF
PROPERTY MANAGEMENT COMPANIES LIMITED**
(香港物業管理公司協會有限公司)

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爲
that this company is limited.
有限公司。

Given under my hand this Thirty-first day of January One Thousand
簽署於一九九〇年一月三十一日。
Nine Hundred and Ninety.

(sd.) Mrs. S. Lam
.....
for Registrar of Companies,
Hong Kong
香港公司註冊官

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee

SPECIAL RESOLUTION

OF

**THE HONG KONG ASSOCIATION OF
PROPERTY MANAGEMENT COMPANIES LIMITED**
(香港物業管理公司協會有限公司)

By a written resolution of all the Members of the Company dated the 7th day of May, 1990,
the following resolution was duly passed as a Special Resolution:—

RESOLUTION

“THAT the figure appearing in Article 6 (b) (iii) of the Articles of Association of the
Company be amended from “23,000” to “3,000”.”

(sd.) William R. Robinson

William R. Robinson
For and on behalf of
Shui On Properties Management Limited

(sd.) D. E. Ray

D. E. Ray
For and on behalf of
Taikoo Shing (Management) Limited

(sd.) Alan Constable

Alan Constable
For and on behalf of
Urban Property Management Limited

(sd.) Johnnie C. K. Chan

Johnnie C. K. Chan
For and on behalf of
Mei Foo Investments Limited

(sd.) Stephen C. B. Yuen

Stephen C. B. Yuen
For and on behalf of
Kiu Lok Service Management Company
Limited

(sd.) William Lee

William Lee
For and on behalf of
Guardian Property Management Limited

(sd.) Yeung Wai Ling, William

Yeung Wai Ling, William
For and on behalf of
Chi Wo Management Limited

(sd.) Choi Wai Chee

Choi Wai Chee
For and on behalf of
Goodwell Property Management Limited

(sd.) Jimmy C. W. Wong

Jimmy C. W. Wong
For and on behalf of
Kai Shing Management Services Limited

(sd.) Sam Chan Koon-hang

Sam Chan Koon-hang
For and on behalf of
Citybase Property Management Limited

(sd.) Mok Chi Hung

Mok Chi Hung
For and on behalf of
Hong Yip Service Company Limited

(sd.) George L. Thomas

George L. Thomas
For and on behalf of
Hong Kong Housing Society

(sd.) Peter To

Peter To
For and on behalf of
Hutchison Properties Limited

(sd.) Paul Varty

Paul Varty
For and on behalf of
Chesterton Petty Limited

THE COMPANIES ORDINANCE (CHAPTER 32)

*A Company Limited By Guarantee And Not
Having A Share Capital*

MEMORANDUM OF ASSOCIATION

OF

**THE HONG KONG ASSOCIATION OF
PROPERTY MANAGEMENT COMPANIES LIMITED**
(香港物業管理公司協會有限公司)

THE HONG KONG ASSOCIATION OF

1. The name of the Association is **PROPERTY MANAGEMENT COMPANIES LIMITED**

(香港物業管理公司協會有限公司)

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

3. The objects for which the Association is established are:-

- (a) To establish improve and maintain standards for the professional management of land properties and multi-storey buildings in Hong Kong; against any person authority or organisation in circumstances where such actions or proceedings are necessary or desirable to protect the interest of the Association;
- (b) To provide an organisation to represent and advise its members and to make recommendations to or be consulted by the Government or other municipal or professional bodies on matters concerning management of land properties and multi-storey buildings; (h) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Association may think necessary or convenient for the purposes for which the Association is formed;
- (c) To safeguard the public interest by effective supervision of the membership of the Association, to draw up Code of Conduct to be observed by its members and upon breach or non-observe thereof to impose upon members of the Association such disciplinary action as may be considered reasonable and desirable with the intent of attaining and maintaining the stated objects; (i) To sell, let, mortgage, donate, dispose of or turn to account all or any of the property, rights or privileges of the Association;
- (d) To associate professional management companies for the purposes of cooperation and mutual advantage and consultation; (j) To undertake and execute any trusts which may seem to the Association conducive to any its objects;
- (e) To promote the education and training and the professional interests, rights, powers and privileges of its members and their officers and employees; (k) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- (f) To provide for the benefit of members of representative negotiating body in any discussions with the Government or other outside bodies relating to the interests, rights, powers and privileges of the members or other matters of common interests; (l) To invest the moneys of the Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit;
- (g) To finance or to engage in legal or other actions or proceedings on behalf of any member or members (m) To establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Association or calculated to further its objects;
- (n) To draw, make, accept, endorse, discount, execute and

- issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- (o) To employ and remunerate staff to carry out such duties as the Association considers necessary.
- (p) To collect fees as stated in this Memorandum and Articles of Association.
- (q) To do all such other things as are incidental or the Association may think conducive to the attainment of the above objects 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 may be allowed by law, having regard to such trusts;
- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) The powers set forth in the Seventh Schedule of the Companies Ordinance 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 Bankers 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:-

- (a) no member of the Council of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees; and
- (b) no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Council of the Association 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 this paragraph (b) shall not apply to any payment to any company of which a member of the Council may be a member and in which such member of the Council shall not hold more than one-hundredth part of the capital, and neither such Company nor such member of the Council shall be bound to account to the Association in relation to any such payment so made.
5. The liability of the Members of the Association is limited.
6. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that it is a Member or within one year after it ceased to be a Member, for payment of the debts and liabilities of the Association contracted before its ceases to be a Member, and of the costs, charges and expenses of winding up the same and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one thousand Hong Kong dollars (HK\$1,000.00).
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 (in each case being an institution which has objects similar to the objects of the Association and which shall prohibit the distribution of its income and property amongst its members to any extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof) to be determined by the Members of the Association at or before the time of dissolution or, in default thereof, by a Judge of the Supreme Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

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

Names, addresses and description of subscribers		
<u>Signed on behalf of Subscribers Name/Occupation</u>	<u>Subscribers Company Name/Address</u>	<u>Signature</u>
1. Mr. William R. Robinson Executive Director	Shui On Properties Management Limited 10/F., Shui On Centre, 6-8 Harbour Road, Hong Kong. (Corporation)	(sd.) Mr. William R. Robinson
2. Mr. Alan Constable General Manager	Urban Property Management Limited 122-126 Broadway, 3/F., Mei Foo Sun Chuen, Kowloon. (Corporation)	(sd.) Mr. Alan Constable
3. Mr. Stephen C. B. Yuen General Manager	Kiu Lok Service Management Company Limited 16/F., New World Office Building, East Wing, Salisbury Road, Tsimshatsui, Kowloon. (Corporation)	(sd.) Mr. Stephen C.B. Yuen
4. Mr. Yeung Wai Ling, William Director	Chi Wo Management Limited 38/F., Windsor House, Causeway Bay, Hong Kong. (Corporation)	(sd.) Mr. Yeung Wai Ling, William
5. Mr. Jimmy C. W. Wong General Manager	Kai Shing Management Services Limited 46/F., Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong. (Corporation)	(sd.) Mr. Jimmy C.W. Wong

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement

Solicitor

32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.

Names, addresses and description of subscribers

Signed on behalf of Subscribers Name/Occupation	Subscribers Company Name/Address	Signature
6. Mr. Mok Chi Hung General Manager	Hong Yip Service Company Limited Rooms 2601-2620, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong. (Corporation)	(sd.) Mr. Mok Chi Hung
7. Mr. Peter To Director and General Manager	Hutchison Properties Limited 1/F., Whampoa House, Hunghom Bay Centre, 104 Baker Street, Kowloon. (Corporation)	(sd.) Mr. Peter To
8. Mr. D.E. Ray Chief Estate Manager	Taikoo Shing (Management) Limited G/F., Tang Kung Mansion, 31 Tai Koo Shing Road, Hong Kong. (Corporation)	(sd.) Mr. D.E. Ray
9. Mr. Johnnie C. K. Chan Deputy Estate Manager	Mei Foo Investments Limited 122-126 Broadway, 3/F., Mei Foo Sun Chuen, Kowloon. (Corporation)	(sd.) Mr. Johnnie C.K. Chan
10. Mr. William Lee Managing Director	Guardian Property Management Limited 2/F., Eastern Commercial Centre, 397 Hennessy Road, Hong Kong. (Corporation)	(sd.) Mr. William Lee

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement
Solicitor
32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.

Names, addresses and description of subscribers

Signed on behalf of Subscribers <u>Name/Occupation</u>	Subscribers <u>Company Name/Address</u>	<u>Signature</u>
11. Mr. Choi Wai Chee Director and General Manager	Goodwell Property Management Limited Room 801 Cheung Kong Building, 661 King's Road, Hong Kong. (Corporation)	(sd.) Mr. Choi Wai Chee
12. Mr. Sam Chan Koon-hang Director and General Manager	Citybase Property Management Limited Room 802, 8/F., Good Hope Building, 612 Nathan Road, Mongkok, Kowloon. (Corporation)	(sd.) Mr. Sam Chan Koon-hang
13. Mr. George L. Thomas Executive Director	Hong Kong Housing Society Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong. (Corporation)	(sd.) Mr. George L. Thomas
14. Mr. Paul Varty Managing Director	Chesterton Petty Limited 28/F., Jardine House, Central, Hong Kong. (Corporation)	(sd.) Mr. Paul Varty

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement
Solicitor
32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.

THE COMPANIES ORDINANCE (CHAPTER 32)

*A Company Limited By Guarantee And Not
Having A Share Capital*

ARTICLES OF ASSOCIATION

OF

THE HONG KONG ASSOCIATION OF PROPERTY MANAGEMENT COMPANIES LIMITED (香港物業管理公司協會有限公司)

Preliminary

1. For the purpose of registration the Association is declared to consist of an unlimited number of Members.
2. These Presents shall be construed with reference to the provisions of the Companies Ordinance (Chapter 32) and terms used in these Presents shall be taken as having the same respective meanings as they have when used in that Ordinance. In these Presents, unless there be something in the subject or context inconsistent therewith:-

"the Association" means the association registered as "THE HONG KONG ASSOCIATION OF PROPERTY MANAGEMENT COMPANIES LIMITED";
(香港物業管理公司協會有限公司)

"Associate Member" means a member of the Association who has been admitted as an associate member, and includes a firm or corporation;

"the Council" means the members of the Council hereby constituted or such of the members thereof as are present at a meeting of the Council at which a quorum is present and includes any committee of the Council duly constituted for the purposes relevant in the context in which any relevant reference to the Council appears or the members of such committee present at a meeting thereof at which a quorum is present; and the members of the Council shall be treated as Directors for the purposes of the Ordinance;

"Full Member" means a member (other than an Associate Member) of the Association who has been admitted as a full member and includes a firm or corporation;

"Members" or "members" unless otherwise stated include Full Members and Associate Members and "Membership" or "membership" shall be construed accordingly;

"month" means calendar month;

"the Ordinance" means the Companies Ordinance, (Chapter 32 of the Revised Edition);

"these Presents" means and includes these Articles of Association and the rules, regulations and by-laws of the Association from time to time in force;

"the President" means the President of the Association for the time being;

"Property Manager" means a firm or a corporation which is primarily engaged in the business of providing management or consultancy services in relation to the management and maintenance of land properties and multi-storey buildings in Hong Kong;

"the Secretary" means the Honorary Secretary of the Association for the time being;

"the Treasurer" means the Honorary Treasurer of the Association for the time being; and

"in writing" shall include printed, lithographed and typewritten.

Words importing the singular number only shall include the plural, and vice versa.

Words denoting neuter gender shall include the masculine or feminine gender, and vice versa.

Words importing persons shall include firms and corporations.

3. The Association is established for the purposes expressed in the Memorandum of Association.

4. Subject as next provided, membership of the Association shall be confined to firms or corporations carrying on business as Property Managers. Provided

always that it shall be competent for any duly constituted meeting of the Council at which not less than seven members thereof shall be present, by a resolution passed by the members of the Council present at such meeting, to exempt from the provisions of this Article any firm or corporation whom it shall be declared by such resolution desirable to admit to membership.

CLASS, QUALIFICATION AND ADMISSION OF MEMBERS

5. The members of the Association shall consist of :-
 - (a) Full Members, and
 - (b) Associate Members.
6. A firm or corporation shall be eligible for admission as and to be a Full Member if it satisfies the criteria set down by the Association from time to time. Without prejudice to the foregoing and the power of the Council to be exercised in accordance with Article 4 hereof the basic criteria for full membership shall be as follows:-
 - (a) In the case of a company, a partner of the company has over 5 years' proven property management experience and standing to the satisfaction of the Council, and in the case of a corporation the corporation has over 2 years' experience in managing properties in Hong Kong; and
 - (b) at the time of the application for full membership the company or corporation is managing either
 - (i) over 200 residential units, or
 - (ii) over 10,000 square metres of industrial space; or
 - (iii) over 3,000 square metres of commercial space.
7. A company or corporation which does not meet the basic criteria for full membership may be admitted as an Associate Member of the Association.
8. The appropriate forms for applying for admission to, or for proposing and seconding an application for membership of, the Association as a Member shall be such as shall from time to time be prescribed or approved by the Council and it shall be competent for the Council to alter or add to any such form.
9. A candidate shall only be regarded as having applied for admission to the Association when it has completed the appropriate application form and such application has been duly proposed by a Full Member and seconded by another Full Member.
10. Admission to the Association shall be decided at any Council meeting. The name of each candidate for membership of the Association, the names of the Full Members proposing and seconding each such application shall be specified in the notice convening the Council meeting at which the application for membership is to be considered. A candidate may only be admitted to membership of the Association by not less than 75% of the members of the Council present and voting.

11. Each firm or corporation admitted to membership of the Association shall within seven days after its admission, pay the admission, subscription and registration fees to the Association under these Presents and shall arrange for its duly authorised representative to sign the Register of Members of the Association at the registered office of the Association. The admission shall not be deemed to be completed unless and until this Article is complied with.
12. Every Member shall be entitled to a certificate of membership. Such certificate shall remain the property of the Association and shall be surrendered upon termination of membership.
13. Every Member shall on admission to membership cause to be signed on its behalf an engagement to observe these Presents.
14. Every Member of the Association shall from time to time notify the Secretary a place of business to be registered as its address, and the address from time to time so registered shall for the purposes of the Ordinance and these Presents be deemed its registered address.
15. If a Member of the Association shall fail to notify the Secretary a place of business in Hong Kong under Article 14 above it shall not be entitled to receive notice in advance of any of the General Meetings or other proceedings of the Association, and no General Meeting or other proceeding of the Association shall be invalidated by reason of its not having received such notice as aforesaid.
16. Each Member shall, by notice in writing signed by its managing director or other chief executive officer (or, in the case of a Member which is a firm, by its partner) and delivered to the registered office of the Association, authorise such person as it thinks fit to act as its representative at all meetings of the Association and, in the case of a Full Member, if selected, to act as a member of the Council and the person so authorised shall be entitled to exercise all the powers on behalf of the Member which he represents as are conferred on such Member pursuant to these Presents.
17. The subscribers to the Memorandum of Association shall be the first Full Members of the Association.

FEES, SUBSCRIPTIONS AND CALLS

18. The Council may from time to time determine the amount of the registration fees and the admission fees payable upon admission to membership or upon transfer from one class of membership to another and, with the sanction of a General Meeting, what annual subscriptions (if any) shall be payable in respect of each class of membership Provided that before the holding of the first Annual General Meeting the amount of the first annual subscriptions shall be determined by the Council.
19. Until otherwise determined by the Council, the subscribers to the Memorandum of Association and each Member subsequently admitted to membership shall pay to the Association the appropriate admission fees as set forth hereunder, namely:-

For admission as a Full Member - HK\$2,000.00
For admission as an Associate Member - HK\$2,000.00

20. Until otherwise determined, the annual subscriptions to the Association shall be:-

For each Full Member - HK\$2,000.00
For each Associate Member - HK\$1,000.00

21. Subscriptions are due and payable immediately upon admission to membership, and thereafter annually on 1st January in each year. In the year of admission, the subscription payable shall be such proportion of the annual amount as the number of complete months of that year which remain unexpired at the time of admission bears to twelve (12).

22. The Council may, with the sanction of a General Meeting, from time to time call upon the Full Members and Associate Members to contribute in the proportion to their respective annual subscriptions, funds for the purposes of the Association or any of them, and each member of either class of the Association shall pay every call so made in the manner prescribed by the Council.

23. A call shall be deemed to have been made at the time when the resolution of the Council making the same was passed. Fourteen days' notice of any and every call shall be given specifying the time and place of payment, and to whom such call shall be paid.

CESSATION OF MEMBERSHIP

24. (a) Any Member of the Association shall cease to be a Member upon the happening of any of the following events:-

- (1) upon its giving to the Association at its registered office notice in writing that it resigns membership;
- (2) if a winding-up or receiving order is made against it or it makes any arrangement or composition with its creditors;
- (3) if it shall cease to be qualified for membership under these Presents;
- (4) upon its being expelled or called upon by the Council to resign;
- (5) upon its name being removed from the Register of Members.

(b) The Council shall have the power by resolution of not less than 75% of the members thereof present and voting (for which purpose any member of the Council who is the representative of the Member of the Association the subject of such resolution shall not be entitled to a vote) to call upon a Member to resign and, upon the refusal of the Member to resign, to expel from membership of the Association any Member who in the opinion of the Council shall have committed a breach of the provisions of these Presents or shall have been guilty of such conduct as shall have rendered it unfit to continue to belong to the Association but no such resolution shall have any operation

or effect unless the relevant Member of the Association shall have been given a proper opportunity of submitting for the consideration of the Council any statement or explanation in writing which it may desire and of attending and being heard by the Council at the meeting at which its actions or conduct are to be under consideration.

25. Any Member whose membership ceases for any reason shall nevertheless remain liable to pay to the Association all moneys which at the time when its membership ceased may have been due to the Association from it.

GENERAL MEETING

26. The Association shall hold a General Meeting in each year as its Annual General Meeting on such date and at such place as may be determined by the Council: provided that every Annual General Meeting shall be held not more than 15 (fifteen) months after the holding of the last preceding Annual General Meeting and provided further that so long as the Association holds its first Annual General Meeting within 18 (eighteen) months of its incorporation it need not hold it in the year of its incorporation or in the following year.

27. (a) All General Meetings (other than Annual General Meetings) shall be called Extraordinary General Meetings.

(b) The Council may whenever it thinks fit convene an Extraordinary General Meeting. Extraordinary General Meetings shall also be convened on the receipt of a requisition made by not less than one-tenth of the Full Members for the time being of the Association or, in default, may be convened by the requisitionists pursuant to Section 113 of the Ordinance. Any reasonable expenses incurred by the requisitionists by reason of the failure of the Council duly to convene a meeting shall be repaid to the requisitionists by the Association.

(c) At least 21 (twenty-one) days' notice of every Annual General Meeting and every meeting convened to pass a Special Resolution and at least 14 (fourteen) days' notice (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) of every other General Meeting, specifying the place, the day and the hour of meeting (and, in the case of special business, the general nature of that business) shall be given in manner hereinafter mentioned to such Members of the Association and other persons (including the Auditors) as are under these Presents or under the Ordinance entitled to receive such notices from the Association; but with the consent of all the Full Members entitled to receive notices thereof (or of such proportion thereof as is prescribed by the Ordinance in the case of Meetings other than Annual General Meetings) a meeting may be convened by such shorter notice as those Full Members may think fit.

28. The accidental omission to give notice of a meeting to (or the non-receipt of such notice by)

any Member entitled to receive notice thereof, shall not invalidate any resolution passed, or proceedings taking place at such meeting.

29. The following kinds of business shall be deemed to be special business:-

- (i) all business transacted at an Extraordinary General Meeting;
- (ii) all business transacted at an Annual General Meeting with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Council and of the Auditors, the election of the President, the Secretary, the Treasurer and other members of the Council, and the appointment and fixing of the remuneration of the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

30. At every Annual General Meeting the Association shall:-

- (i) consider the accounts and balance sheet of the Association, the report of the Auditors of the Association and reports laid before it by the Council;
- (ii) appoint an Auditor or Auditors in accordance with the provisions of the Ordinance governing such appointments.

31. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a majority of Full Members present in person or by proxy shall be a quorum. Associate Members shall not be counted in computing a quorum.

32. If, within half an hour from the time appointed for the holding of a General Meeting, a quorum is not present, the Meeting (if convened on the requisition of Full Members) shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or at such other place as the Council shall appoint and, if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Full Members present shall be a quorum.

33. The President shall preside as Chairman at every General Meeting but, if there shall be no President or if at any Meeting he shall not be present within 15 (fifteen) minutes after the time appointed for holding the same or he shall be unwilling to preside, the Full Members present shall choose some member of the Council to preside as Chairman, or if no such member of the Council be present or if all the members of the Council present decline to take the Chair, the Full Members present shall choose the representative of a Full Member who shall be present to preside as Chairman.

34. 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 a Meeting from time to time, and from place to place, but no business shall be transacted at any adjourned Meeting other than

business which might have been transacted at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for 30 (thirty) days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

35. At all General Meetings a resolution put to the vote of the Meeting shall be decided on a show of hands of the Full Members unless a poll is (before or upon the declaration of the result of the show of hands) demanded by the Chairman of the Meeting or by at least 3 (three) Full Members present in person and entitled to vote and (unless a poll be so demanded) a declaration by the Chairman of the Meeting 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 Minute Book of the Association, shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

36. Subject to the provisions of Article 41, if a poll be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

37. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.

38. In the case of an equality of votes (whether on a show of hands or on a poll) the Chairman of the Meeting shall be entitled to a second or casting vote.

39. Any Full Member entitled to be present and vote at a Meeting may submit any resolution to any General Meeting provided that at least 6 (six) weeks before the day appointed for the Meeting it shall have served upon the Association a notice in writing signed by it containing the proposed resolution and stating its intention to submit the same.

40. Upon receipt of any such notice as mentioned in Article 39, the Secretary shall include in the notice of the Meeting notice that such resolution will be proposed.

41. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded or of any business the transaction whereof is dependent upon the outcome of any such poll.

VOTES OF FULL MEMBERS

42. Every Full Member shall have one vote. No Associate Member shall be entitled to vote. On a show of hands and on a poll, votes of Full Members may be given by their representatives duly appointed in accordance with Article 16 or by proxy.

43. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the common seal of the corporation, or under the hand of an officer or attorney so authorised.

The instrument appointing a proxy shall be deposited at the registered office of the Association not less than forty-eight hours before the time for holding the Meeting at which the person named in such instrument proposes to vote; but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

44. Every instrument of proxy shall, as nearly as circumstances will admit, be in the form or to the effect following or in such other form as the Council may from time to time determine:-

"We _____ of _____, being a Full Member of The Hong Kong Association of Property Management Companies Limited, hereby appoint _____ of _____ or failing it/him _____ as our proxy for us and on our behalf at the (Annual or Extraordinary) General Meeting of the Association to be held on the _____ day of _____ 19 _____ and at any adjournment thereof.

Sealed with the Common Seal/Signed this _____ day of _____, 19 _____."

45. Where it is desired to afford Full Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall, as nearly as circumstances will admit, be in the form or to the effect following or in such other form as the Council may from time to time determine:-

"We _____ of _____, being a Full Member of The Hong Kong Association of Property Management Companies Limited, hereby appoint _____ of _____ or failing it/him _____ as our proxy for us and on our behalf at the (Annual or Extraordinary) General Meeting of the Association to be held on the _____ day of _____ 19 _____ and at any adjournment thereof.

Sealed with the Common Seal/Signed this _____ day of _____, 19 _____."

This form is to be used $\frac{\text{*in favour of}}{\text{against}}$ the resolution.

Unless otherwise instructed, the proxy will vote as it/he thinks fit.

* Strike out whichever is not desired."

46. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

47. No person other than a Full Member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of its membership shall be

entitled to be present or to vote on any question at any General Meeting.

THE COUNCIL

48. The affairs of the Association shall be managed by a Council which consists of 11 (eleven) representatives of the Full Members. Notwithstanding the foregoing and any provision to the contrary contained in these Presents during the first three years of the incorporation of the Association members of the Council shall include the following persons:-

(a) one representative appointed by each of the following bodies, namely, The Hong Kong Institute of Surveyors, The Hong Kong Institute of Housing, The Institute of Housing (Hong Kong Branch) and The Royal Institution of Chartered Surveyors (Hong Kong Branch); and

(b) three representatives appointed by the subscribers to the Memorandum of Association. Failing agreement by the subscribers the said three representatives shall be chosen by drawing lots among the subscribers.

49. Not more than 1 (one) representative from any one Full Member shall serve on the Council at any one time.

50. The Council may at any time and from time to time appoint up to 2 (two) persons (whether or not such person is the representative of any Full Member) as additional members of the Council. Each such person so appointed shall automatically retire at the Annual General Meeting of the Association next succeeding his appointment but shall be eligible for further appointment under this Article, either immediately or at any time thereafter. Each person so appointed shall be entitled to attend and vote at all meetings of the Council.

51. The persons who have signed the Memorandum of Association on behalf of the subscribers to the Memorandum of Association shall be the first members of the Council and shall be deemed to have been elected thereto on the date on which the Association is incorporated. If the number of the persons signing the Memorandum of Association on behalf of the subscribers shall exceed the number of vacancies in the Council the said vacancies shall be filled by drawing lots among the subscribers.

PRESIDENT, SECRETARY & TREASURER

52. (a) At every Annual General Meeting of the Association, the Association shall elect representatives of the Full Members to hold each of the following offices of the Association:-

- (1) President of the Association;
- (2) Honorary Secretary of the Association; and
- (3) Honorary Treasurer of the Association,

in each case to hold office until the next Annual General Meeting of the Association Provided that the first such officers shall be elected at the first

meeting of the Council from amongst the first members of the Council and shall hold office until the first Annual General Meeting of the Association.

- (b) If a casual vacancy arises at any time in any of the aforesaid offices, it shall be filled by the appointment by the Council of one of their number, and the person so appointed shall hold office until his successor shall have been elected at the next Annual General Meeting of the Association.

POWERS OF THE COUNCIL

53. The Council may exercise all such powers of the Association including the payment of all expenses incurred in promoting and registering the Association and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by the provisions of the Ordinance or by these Presents required to be exercised or done by the Association in General Meeting, subject nevertheless to the provisions of these Presents and of the Ordinance, and to such regulations (being not inconsistent with the aforesaid 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 Council which would have been valid if such regulation had not been made.
54. The persons for the time being comprising the Council may act notwithstanding any vacancy in their body Provided always that in case the Council shall at any time be reduced in number to less than 6 (six), it shall be lawful for them to act as the Council for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.
55. All moneys, cheques bills and notes belonging to the Association shall be paid to or deposited with the Association's bankers to an account opened in the name of the Association. Cheques on the Association's bankers, until otherwise from time to time resolved upon by the Council, shall be signed by any 2 (two) of the President, the Treasurer and the Secretary. The Association's banking account shall be kept with such banker or bankers as the Council shall from time to time determine.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

56. The office of a member of the Council shall be vacated
- If the Full Member of whom he is the representative ceases to be a Full Member;
 - If by notice in writing to the Association he resigns his office;
 - If he ceases to represent the Full Member who appointed him as its representative;
 - If he ceases to hold office by reason of any order made under the Ordinance;
 - If he is removed from office by an Extraordinary

Resolution passed at a duly convened General Meeting of the Association;

- (f) If he fails to attend at least 5 (five) of any 12 (twelve) consecutive Meetings of the Council unless he has obtained from the Council leave of absence owing to absence abroad, illness or other sufficient reason.

ELECTION & ROTATION OF MEMBERS OF THE COUNCIL

57. All the members of the Council shall retire annually and shall be eligible for re-election, but no member of the Council who has held the office of President, Secretary or Treasurer for two consecutive years shall be eligible to hold such office again until the expiration of one year from the termination of his term of office.
58. A declaration of the election of all new members of the Council shall be made at the Annual General Meeting and such new members shall take office immediately after such meeting.
59. Not less than 8 (eight) weeks before each Annual General Meeting the Secretary shall send to each Member of the Association a list of the Council and (in the case of Full Members) forms of nomination of persons to take the place of those members of the Council retiring at such Annual General Meeting.
60. Every Full Member may nominate not more than 2 (two) persons (each being a duly authorised representative of a Full Member) for election as members of the Council and shall enter the nominations on the forms for the purpose sent as mentioned in Article 59. Such forms must be signed by the Full Member nominating and by another Full Member seconding the nomination and the forms so signed must be delivered to the Secretary not less than 5 (five) weeks before the date of the Annual General Meeting at which the election of the Council is to be declared, together with a statement from the person nominated that he accepts nomination and will serve if elected.
61. The Secretary shall send to each Full Member a complete list of such nominations on ballot paper forms at least 3 (three) weeks before the date of the Annual General Meeting at which the election is to be declared; and each Full Member may mark on each ballot paper an "X" against the names of each of the persons for whom he wishes to vote but not exceeding 1 (one) for each Council vacancy to be filled and shall send such ballot papers so marked in a sealed envelope to the Secretary so that same may be received by the Secretary at least 1 (one) week before the time fixed for such Annual General Meeting. Any ballot paper bearing more or less than the prescribed number of names marked shall be void.
62. The Auditors of the Association shall act as scrutineers, who shall on the morning of and prior to the Annual General Meeting open the ballot papers and count the votes, and those persons who receive the most votes shall at the Annual General Meeting be declared duly elected to the vacancies to be filled. In

the event of an equality of votes the name of such persons as have an equal number of votes shall be submitted to a ballot of the Full Members present at the Annual General Meeting, and the election shall be determined accordingly and not solely by the casting vote of the Chairman of the Meeting.

63. Any casual vacancy in the Council may be filled by the Council, but the person appointed to fill such vacancy shall retire from office on the date on which the member of the Council, whose place is so filled, would in the ordinary way have retired.
64. Subject to the provisions of Article 27 as to the giving of notice of special business, the Association may from time to time in General Meeting increase or reduce the number of members of the Council and make any consequential alterations in the provisions of these Articles as to the manner of election of representatives of members of the Council.
65. In addition and without prejudice to the provisions of the Ordinance, the Association may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office and may by an Ordinary Resolution appoint another person (being a duly authorised representative of a Full Member) in his stead but person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

ALTERNATES

66. (a) Each member of the Council shall have the power to appoint any person from his own firm/corporation to be his alternate and may at his discretion remove such alternate. Any appointment or removal of an alternate shall be effected by notice in writing signed by the appointor and delivered to the registered office of the Association or tendered at a meeting of the Council. An alternate shall, if his appointor so requests, be entitled to receive notices of meetings of the Council or of committees of the Council to the same extent as, and in addition to, the member of the Council appointing him and shall be entitled to such extent and vote as a member of the Council at any such meeting at which the member of the Council appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a member of the Council and for the purposes of the proceedings at such meeting the provisions of these Presents shall apply as if he were a member of the Council.
- (b) Every person acting as an alternate shall (except as regards powers to appoint an alternate and remuneration) be subject in all respects to the provisions of these Presents relating to members of the Council and shall alone be responsible to the Association for his acts and defaults and shall not be deemed to be the agent of or for the member of the Council appointing him. An alternate may be paid expenses and shall be entitled to be indemnified by the Association to the same extent,

mutatis mutandis, as if he were a member of the Council but shall not be entitled to receive from the Association any fee in his capacity as an alternate.

- (c) Every person acting as an alternate shall have one vote for each member of the Council for whom he acts as alternate. The signature of an alternate to any resolution in writing of the Council shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- (d) An alternate shall ipso facto cease to be an alternate if his appointor ceases for any reason to be a member of the Council.

PROCEEDINGS OF THE COUNCIL

67. (a) The Council may frame such rules for the conduct of its business, including the determination of the place and time of meetings of the Council and for the giving of notice thereof as it think fit, subject to the provisions of the Ordinance and of these Presents.
- (b) The quorum at meetings of the Council shall be 6 (six) members.
- (c) Save as expressly provided in these presents, questions arising at any meeting of the Council shall be determined by a majority of votes.
- (d) Voting at meetings of the Council shall be by show of hands and every member of the Council shall have 1 (one) vote; in the event of an equality of votes the Chairman of the Meeting shall have an additional or casting vote.
- (e) A member of the Council may, and on the request of a member of the Council or of any 5 (five) Full Members of the Association the Secretary shall, at any time summon a meeting of the Council by notice served upon the several members of the Council.
- (f) A member of the Council will be deemed to have received notice of any Council meeting notwithstanding that he may be absent from Hong Kong at the time when the notice is served.
68. The President shall preside as chairman at every meeting of the Council but, if there shall be no President or if at any meeting he shall not be present within 5 (five) minutes after the time appointed for holding the same or shall be unwilling to preside, the members of the Council present shall choose one of their number to be chairman of the meeting.
69. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the Ordinance or these Presents for the time being vested in the Council generally.

70. (a) Subject to the terms and conditions hereinafter set forth the Council may appoint standing or ad hoc committees to assist in the management of the affairs of the Association. Any such standing or ad hoc committee shall:-
- (i) not be empowered to act other than in an advisory capacity to the Council;
 - (ii) in the execution of the powers so delegated conform to its formal terms of reference and to any regulations imposed on it by the Council;
 - (iii) conduct its meetings and proceedings in manner provided by these Presents for regulating meetings and proceedings of the Council so far as the same shall not be superseded by any regulations made by the Council as aforesaid.
- (b) The composition of any standing or ad hoc committee shall be in the discretion of the Council and for the removal of doubt may include any person whomsoever, whether or not he may be a member of the Council or the representative of any Member.

71. All acts bona fide done by any meeting of the Council or of any committee of the Council or by any person acting as a member of the Council shall (notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such 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 or had only continued in office and was qualified to be a member of the Council.
72. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all Meetings of the Association and of the Council and of committees of the Council and all business transacted at such Meetings, and any such minutes of any Meeting, if purported to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding Meeting, shall be sufficient evidence without any further proof of the facts therein stated.
73. A resolution in writing signed by all members for the time being of the Council or of any committee of the Council who are duly entitled to receive notice of a Meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

THE SEAL

74. The Council shall provide a Common Seal of the Association and may make provision for the use of the same and for the safe custody thereof. The Seal shall not be affixed to any instrument except by the authority given by resolution of the Council and in the presence of at least 2 (two) members of the Council, one of whom shall be the Secretary, who shall sign every instrument to which the Seal is affixed and in favour of

any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Common Seal has been properly fixed.

ACCOUNTS

75. The Council shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
 - (b) all sales and purchases of goods by the Association;
 - (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 affairs of the Association and to explain its transactions and it shall be the duty of the Treasurer to keep or see to the keeping of such books of account and to prepare the annual balance sheet of the Association for the consideration and approval of the Council.

76. The books of account shall be kept at the registered office of the Association or at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
77. The Association in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Member of the accounts and books of the Association, or any of them, and subject to such conditions and regulations the accounts and books of the Association shall be open to the inspection of Members at all reasonable times.
78. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet made up to the same date as the date to which the income and expenditure account is made up. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 (twenty-one) clear days before the date of the Meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be opened to inspection and be read before the Meeting.

AUDIT

79. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

80. Auditors shall be appointed and their duties regulated in accordance with the Ordinance.

NOTICES

81. A notice may be served by the Association upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at its registered address as appearing in the Register of Members.

82. Any Member described in the Register of Members by an address not within Hong Kong, who shall from time to time give the Association an address within Hong Kong at which notices may be served upon it shall be entitled to have notices served upon it at such address, but save as aforesaid, only those Members who are described in the Register of Members by an address

within Hong Kong shall be entitled to receive notices from the Association.

83. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

84. Clauses 6 and 7 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these presents.

Names, addresses and description of subscribers

<u>Signed on behalf of Subscribers Name/Occupation</u>	<u>Subscribers Company Name/Address</u>	<u>Signature</u>
1. Mr. William R. Robinson Executive Director	Shui On Properties Management Limited 10/F., Shui On Centre, 6-8 Harbour Road, Hong Kong. (Corporation)	(sd.) Mr. William R. Robinson
2. Mr. Alan Constable General Manager	Urban Property Management Limited 122-126 Broadway, 3/F., Mei Foo Sun Chuen, Kowloon. (Corporation)	(sd.) Mr. Alan Constable
3. Mr. Stephen C. B. Yuen General Manager	Kiu Lok Service Management Company Limited 16/F., New World Office Building, East Wing, Salisbury Road, Tsimshatsui, Kowloon. (Corporation)	(sd.) Mr. Stephen C.B. Yuen
4. Mr. Yeung Wai Ling, William Director	Chi Wo Management Limited 38/F., Windsor House, Causeway Bay, Hong Kong. (Corporation)	(sd.) Mr. Yeung Wai Ling, William
5. Mr. Jimmy C. W. Wong General Manager	Kai Shing Management Services Limited 46/F., Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong. (Corporation)	(sd.) Mr. Jimmy C.W. Wong

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement

Solicitor

32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.

Names, addresses and description of subscribers

<u>Signed on behalf of Subscribers Name/Occupation</u>	<u>Subscribers Company Name/Address</u>	<u>Signature</u>
6. Mr. Mok Chi Hung General Manager	Hong Yip Service Company Limited Rooms 2601-2620, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong. (Corporation)	(sd.) Mr. Mok Chi Hung
7. Mr. Peter To Director and General Manager	Hutchison Properties Limited 1/F., Whampoa House, Hungom Bay Centre, 104 Baker Street, Kowloon. (Corporation)	(sd.) Mr. Peter To
8. Mr. D.E. Ray Chief Estate Manager	Taikoo Shing (Management) Limited G/F., Tang Kung Mansion, 31 Tai Koo Shing Road, Hong Kong. (Corporation)	(sd.) Mr. D.E. Ray
9. Mr. Johnnie C. K. Chan Deputy Estate Manager	Mei Foo Investments Limited 122-126 Broadway, 3/F., Mei Foo Sun Chuen, Kowloon. (Corporation)	(sd.) Mr. Johnnie C.K. Chan
10. Mr. William Lee Managing Director	Guardian Property Management Limited 2/F., Eastern Commercial Centre, 397 Hennessy Road, Hong Kong. (Corporation)	(sd.) Mr. William Lee

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement
Solicitor
32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.

Names, addresses and description of subscribers		
<u>Signed on behalf of Subscribers Name/Occupation</u>	<u>Subscribers Company Name/Address</u>	<u>Signature</u>
11. Mr. Choi Wai Chee Director and General Manager	Goodwell Property Management Limited Room 801 Cheung Kong Building, 661 King's Road, Hong Kong. (Corporation)	(sd.) Mr. Choi Wai Chee
12. Mr. Sam Chan Koon-hang Director and General Manager	Citybase Property Management Limited Room 802, 8/F., Good Hope Building, 612 Nathan Road, Mongkok, Kowloon. (Corporation)	(sd.) Mr. Sam Chan Koon-hang
13. Mr. George L. Thomas Executive Director	Hong Kong Housing Society Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong. (Corporation)	(sd.) Mr. George L. Thomas
14. Mr. Paul Varty Managing Director	Chesterton Petty Limited 28/F., Jardine House, Central, Hong Kong. (Corporation)	(sd.) Mr. Paul Varty

Dated this 10th day of January, 1990.

WITNESS to the above signatures:-

Lin Kwok Keung, Clement

Solicitor

32nd Floor, West Tower,
Bond Centre, Queensway,
Hong Kong.