

THE COMPANIES ORDINANCE  
(CHAPTER 32)

---

Company Limited by Guarantee  
and Not Having a Share Capital

---

**Memorandum of Association**

**of**

**ENGINEERING & CONSTRUCTION  
EVANGELICAL FELLOWSHIP LIMITED**

工程及建造業福音團契有限公司

---

**1. NAME**

The name of the Company is “**ENGINEERING & CONSTRUCTION  
EVANGELICAL FELLOWSHIP LIMITED** 工程及建造業福音團契有限公司”  
(hereinafter called “the Fellowship”).

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The objects for which the Fellowship is established are:-

- (a) To practice biblical principles, live out our faith and be a witness to Jesus Christ in engineering and construction professions;
- (b) To preach the gospel and lead people in the engineering and construction field to understand salvation;
- (c) To coordinate and support Christian bodies in the engineering and construction field in participating ministries;
- (d) For the advancement of Christianity, to promote mutual encouragement and fellowship among Christians engaged in the engineering and construction industry;

- (e) To encourage and assist ~~Members~~ public in upholding Christian principles in the administration of the relevant law, regulations and practices in the engineering and construction profession;
- (f) To serve, or mobilize Members to serve society with professional knowledge and skills and in accordance with Christian faith and principles;
- (g) To promote evangelistic development works for personnel engaged in the engineering and construction industry;
- (h) For the advancement of Christianity in the engineering and construction industry, to organize gatherings, meetings and worships;
- (i) On a non-profit making basis, to organize classes, workshops and conferences to give Members and other interested people opportunities to develop their evangelistic skills through bible study and discussion with other Christians;
- (j) On a non-profit making basis, to provide comprehensive training and education to promote a high standard of evangelism to Members and other interested people;
- (k) To provide advice and support whenever possible to initiative taken by Members so as to achieve one or more objects of the Fellowship;
- (l) To facilitate communications and exchanges amongst Christians throughout the Fellowship, churches and other organizations;
- (m) In furtherance of the objects of the Fellowship and on a non-profit making basis, to publish bulletins and magazines on evangelistic matters;
- (n) To participate in any other activities which are not in contradiction to the objects of the Fellowship as stated in this Memorandum;
- (o) To co-operate with and assist Christians whenever possible whose objects are similar to the paragraphs above;
- (p) To acquire by purchase, lease or otherwise, lands, buildings, tenements or hereditaments, and to build and construct buildings, and to maintain the same, and to lease or let out buildings, offices or premises not immediately required for use by the Fellowship, and to furnish, alter, enlarge, repair, uphold and maintain such buildings and premises, and generally to purchase, take on lease or in exchange, hire or otherwise acquire property and any rights or privileges which the Fellowship may think necessary or convenient for the objects of the Fellowship;

- (q) To sell, dispose of or develop and turn to account any land within Hong Kong or elsewhere acquired by the Fellowship or in which the Fellowship is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, roads and conveniences and by planting, paying, draining, letting on building lease or building agreement and by advancing money to entering into contracts and arrangements of all kinds with builders, tenants and other interested in any such land for the objects of the Fellowship;
- (r) To hire and occupy any buildings, offices, concert halls, theatres, exhibition rooms, galleries, broadcasting, television and film studios and any other lands, buildings, premises or tenements of any kind in Hong Kong and elsewhere useful or convenient as places of direct or indirect, original or transmitted, filmed or recorded education, information or otherwise as the same which the Fellowship may think necessary or convenient for the activities objects of the Fellowship;
- (s) To acquire by purchase, or otherwise, equipment, chattels and goods for the objects of the Fellowship may deem expedient to enable the Fellowship to fulfill its objects and to sell or otherwise dispose of such equipment, chattels and goods as aforesaid for the objects of the Fellowship;
- (t) To enter into any arrangement the Fellowship may deem appropriate for the storage of any property belonging to the Fellowship or which may be used by the Fellowship or for the maintenance or upkeep thereof for the objects of the Fellowship;
- (u) To purchase or otherwise acquire equipment, plant, machinery, furniture, fixtures, fittings, scenery and all other effects of every description necessary or usually or normally used for the objects of the Fellowship;
- (v) Subject to Clause 4 hereof, to retain or employ professional or technical advisers and supporting staff, upon such terms and generally as shall be deemed necessary and or expedient for the accomplishment of the objects of the Fellowship. Without limiting the generality of the foregoing, the Fellowship may pay such persons reasonable salaries or fees and may provide housing and other employment benefits as it deems proper for the objects of the Fellowship;
- (w) On a non-profit making basis, to promote and hold, either alone or in conjunction with any other corporation or association, club or person, any competition, meeting, exhibition or performance of any kind for the purposes of furthering the Fellowship's objects and the raising of money for the objects of the Fellowship and to offer, give, contribute to and distribute

prizes, awards and bonuses in connexion therewith and to promote, give, hold or support dinners, balls, meetings, concerts, and entertainments of all kinds for the purposes aforesaid for the objects of the Fellowship;

- (x) To make known by way of advertisements, or in any other ways, the objects of the Fellowship or any analogous activities, causes or projects which the Fellowship may desire to sponsor or support for the objects of the Fellowship;
- (y) To broadcast advertisements or advertising material by sound or television for the objects of the Fellowship;
- (z) To invite and receive subscriptions and other contributions towards the cost of the activities of the Fellowship and generally to raise money for the objects of the Fellowship;
- (aa) To donate money, provide funds, make gifts in kind and promise gifts to or for others whether charitable organizations or not for the purposes of charitable objects being carried out or achieved provided that the recipients which are organizations shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Fellowship under or by virtue of Clause 4 hereof;
- (bb) To obtain and observe any order from government council, enactment, consent or ordinance for enabling the Fellowship to carry any of its objects into effect or for effecting any modifications of the Fellowship's Articles or for any other purposes which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Fellowship's interests;
- (cc) To establish, promote or assist in establishing or promoting and to subscribe to, or become a member of, or amalgamate with, any other associations or clubs whose objects are similar to the objects of the Fellowship 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 Fellowship under or by virtue of Clause 4 of the Memorandum of Association;
- (dd) Subject to the provision in sub-clause (v) to give ~~pensions, gratuities, or charitable aid~~ pensions and gratuities to any person who may have served the Fellowship, or to the wife, widow, children or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Fellowship;

- (ee) To invest and deal with the moneys of the Fellowship not immediately required for its objects, upon such securities and in such reasonable and prudent manner as may from time to time be determined for the objects of the Fellowship;
- (ff) To borrow or raise and give security for money by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Fellowship, or by mortgages or charges upon all or any part of the property of the Fellowship for the objects of the Fellowship;
- (gg) To achieve any of the foregoing objects by promising, applying or donating money, services, facilities or amenities;
- (hh) To act as custodian, protector, trustee or manager of any property or fund for any charitable purpose; to undertake or execute any trusts which are lawfully undertaken by the Fellowship and ~~may be~~ are conducive to its objects;
- (ii) To repay or refund to persons who have advanced or subscribed money for the purpose of meeting the preliminary expenses of the formation of the Fellowship to be established as aforesaid the amount of money so advanced or subscribed by them for the objects of the Fellowship;
- (jj) To do all or any of the above things by or through agents or otherwise and either alone or in conjunction with others for the objects of the Fellowship;
- ~~(kk) To do such objects ancillary and incidental to the objects specified in paragraphs above, as the Board of Directors may consider appropriate;~~
- (ll) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them;

Provided that:-

- i. In case the Fellowship shall take or hold any property which may be subject to any trusts, the Fellowship 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 Fellowship shall not extend to the regulations of relations between workers and employers or organizations of workers and organizations of employers;
- iii. The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.

#### **4. USE OF INCOME AND PROPERTY**

- (a) The income and property of the Fellowship wheresoever derived, shall be applied solely towards the promotion of the objects of the Fellowship 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 Fellowship;
- (b) Nothing herein shall prevent the payment, in good faith, by the Fellowship of reasonable and proper remuneration to any officer or servant of the Fellowship, or to any Member of the Fellowship not being a member of the Board of Directors or the governing body of the Fellowship in return for any services actually rendered to the Fellowship;
- (c) No member of the Board of Directors or governing body of the Fellowship shall be appointed to any salaried office of the Fellowship, or any office of the Fellowship paid by fees and that no remuneration or other benefit in money or money's worth (except as provided in sub-clause (d) below) shall be given by the Fellowship to any member of the Board of Directors or member of the governing body.
- (d) Nothing herein shall prevent the payment, in good faith, by the Fellowship:-
  - i. to any member of the Board of Directors or member of its governing body of out-of-pocket expenses;
  - ii. of reasonable and proper rent for premises demised or let by any Member of the Fellowship or of any members of the Board of Directors or any member of its governing body;
  - iii. of remuneration or other benefit in money or money's worth to a body corporate in which a Member of the Fellowship or of its members of the Board of Directors or any member of its governing body 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.
- (e) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses (a) to (d) above.

#### **5. LIMITED LIABILITY**

The liability of the Members is limited.

## **6. EXTENT OF LIABILITY**

Except Associate Members, every Member of the Fellowship undertakes to contribute to the assets of the Fellowship, in the event of its being wound up while he is a Member, or within one year after he ceased to be a Member, for payment of the debts and liabilities of the Fellowship 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 Hong Kong dollar.

## **7. APPLICATION OF EXCESS PROPERTY**

If, upon the winding up or dissolution of the Fellowship, 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 Fellowship but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Fellowship 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 Fellowship under or by virtue of Clause 4 hereof, such institution or institutions to be determined by a majority vote of the Members of the Fellowship having the right to vote in general meetings at or before the time of dissolution and in default thereof by a Judge of the High Court of 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 objects.

THE COMPANIES ORDINANCE  
(CHAPTER 32)

---

Company Limited by Guarantee  
and Not Having a Share Capital

---

**Articles of Association**  
  
**of**  
  
**ENGINEERING & CONSTRUCTION  
EVANGELICAL FELLOWSHIP LIMITED**  
工程及建造業福音團契有限公司

**1. DEFINITIONS**

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

“Fellowship”	means the Fellowship incorporated as “ENGINEERING & CONSTRUCTION EVANGELICAL FELLOWSHIP LIMITED 工程及建造業福音團契有限公司”.
“Associate Member”	means a person for the time being admitted to membership of the Fellowship in the category of Associate Member in accordance with the Articles and who shall have no right to vote at general meetings of the Fellowship.
“The Board”	means the Directors present at a duly convened meeting of Directors at which a quorum is present.
“Chairman”	means the person, for the time being elected by the Board, to hold the office of Chairman of the Board.
“The Director”	means a Founding Member or Full Member either to be elected as a director of the Fellowship in an annual general meeting of the Fellowship; or to be appointed by the Board in accordance with the Articles.
“Founder Member”	means a Founding Member who has signed his name



on the Memorandum in accordance with section 4 (1) in the Companies Ordinance.

“Founding Member”	means a person for the time being admitted to membership of the Fellowship in the category of Founding Member in accordance with the Articles and who shall have right to vote at general meetings of the Fellowship.
“Full Member”	means a person for the time being admitted to membership of the Fellowship in the category of Full Member in accordance with the Articles and who shall have right to vote at general meetings of the Fellowship.
“Members”	mean all Members of the Fellowship, including Founding Members, Full Members and Associate Members and whose name appears on the Register of Members for the time being.
“Office”	means the registered office, for the time being, of the Fellowship.
“Ordinance”	means the Companies Ordinance, Chapter 32, of the Laws of Hong Kong and any modifications thereto.
“Register”	means the register of Members of the Fellowship to be kept pursuant to section 95 of the Ordinance.
“Rules”	means the Memorandum and Articles of Fellowship and rules, regulations of the Fellowship from time to time made by or under the authority of the Board.
“Seal”	means the common seal of the Fellowship.
“Secretary”	means any person appointed to perform the duties of the secretary of the Fellowship.
“Treasurer”	means any person appointed to perform the duties of the treasurer of the Fellowship.

References herein to Articles are to Articles of these Articles of Association. Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. These Articles shall be construed with reference to the provisions of the Ordinance and terms used in these Articles shall be taken as having the same respective meanings as they have when used in the Ordinance.

## 2. OBJECTS

The Fellowship is established for the objects expressed in the Memorandum of Association.

## MEMBERSHIP

3. The number of Members with which the Fellowship proposes to be registered is unlimited.
4. There shall be the following classes of members:
  - (i) Founding Member, who must be a re-born and baptized as a Christian; and a corporate member of an engineering and construction related professional institution or equivalent; and whose name appears in this Memorandum & Articles of Association.
  - (ii) Full Member, who must be a re-born and baptized as a Christian; and a corporate member of an engineering and construction related professional institution or equivalent; and nominated by at least three persons who are either a Founding Member or a Full Member with more than one year tenure as a Full Member with the Fellowship.
  - (iii) Associate Member, who is either a professional or technical person of an engineering and construction related field; or a person, irrespective of his/her education and training background, who works or had worked in an engineering and construction related field, provided that at the time of the membership application, he/she is currently working in an engineering and construction related field; or a full time student of an engineering and construction related subject in a university, college or equivalent.
5. The Board of Directors may from time to time determine the classification of Members.
6. The Board may recommend from time to time to Members at a general meeting the annual membership fee in relation to each category of membership.
7. Annual membership fee for each member is due on 1<sup>st</sup> January in each calendar year and will cover a period of 12 months ending on 31<sup>st</sup> December of the year. Members who are admitted between 1<sup>st</sup> January and 30<sup>th</sup> June of a year shall pay the full amount of the membership fee, and those who are admitted between 1<sup>st</sup> July and 31<sup>st</sup> December of a year shall pay half of that amount in relation to each category of membership.
8. Only Founding Members and Full Members are qualified to vote in general meetings and to vote or hold an elected position on the Board of Directors. All Members

including Founding Members, Full Members and Associate Members are entitled to other privileges of membership in the Fellowship.

9. Members must communicate any change of mailing address and email address (if any) to the Fellowship without delay. All such change should be sent to the registered address of the Fellowship for attention of the Secretary.
10. Every application for membership shall be in such form as the Board shall from time to time prescribe.
11. Every applicant for Full Member shall subscribe to the Statement of Faith set out in the Schedules I and II hereto and shall fulfill any other qualifications or requirements as the Board of Directors shall from time to time decide.
12. Applications for membership shall be considered by the Board or by such person or persons as they shall appoint to process such applications and who shall decide upon the admission or rejection of the applicant.
13. In the event that any application is refused notice of such refusal shall be given in writing to the applicant.
14. The rights and privileges of a Member shall not be transferable and shall cease upon his death or upon his ceasing from any cause to be a Member under the provisions of these Articles of Association.
15. Any Member may withdraw from the Fellowship by giving prior notice in writing to the Secretary not less than fourteen days prior to the proposed withdrawal.
16. Any person who shall for any cause cease to be a Member shall nevertheless remain liable for and shall pay the Fellowship all moneys which at the time of his ceasing to be a Member shall be due from him to the Fellowship.
17. The Board of Directors may for good cause stated ask a Member to resign his membership and, upon refusal to resign, such Member may have his membership terminated by the Board of Directors provided that such Member shall be entitled to require the Board of Directors to convene an extraordinary general meeting of the Fellowship for the purpose of confirming or reversing the decision of the Board of Directors.

### **GENERAL MEETINGS**

18. The Fellowship 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; and not more than 15 months shall elapse between the

date of one annual general meeting of the Fellowship and that of the next. Provided that so long as the Fellowship holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.

19. All general meetings other than annual general meetings shall be called extraordinary general meetings.
20. The Directors may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient Directors capable of acting to form a quorum, any five Founding and/or Full Members of the Fellowship may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
21. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Fellowship other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. 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, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Fellowship in general meeting, to such persons as are, under the Articles of the Association, entitled to receive such notices from the Fellowship:-

Provided that a meeting of the Fellowship shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:-

- (i) in the case of a meeting called as the annual general meeting, by all the Founding and Full Members entitled to attend and vote thereat; and
  - (ii) in the case of any other meeting, by a majority in number of the Founding and Full Members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights of all the Founding and Full Members entitled to attend and vote at that meeting.
22. 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 that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

23. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the income and expenditure accounts, balance sheets, and the reports of the Directors and auditors, the election of the Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.
24. On the requisition of a resolution in writing of members representing not less than one-fortieth of the total voting rights of all Members having at the date of the requisition a right to vote at the meeting to which the requisition relates and at the expense of the requisitionists, the Fellowship will give to Members entitled to receive notice of the next annual general meeting or extraordinary general meeting notice of the resolution which may properly be moved and is intended to be moved at that meeting; and circulate to Members entitled to have notice of any general meeting sent to them any statement of not more than 1,000 words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.
25. Notice of any such resolution shall be given, and any such statement shall be circulated as stipulated in Article 24, to Members in the same manner permitted for giving Members notice of the meeting to which the requisition relates.
26. No any other business shall be proposed at any general meeting and transacted unless it is proposed by the requisition in writing of such number of members in the manner as stipulated in Article 24 and Article 25.
27. No business shall be transacted at any general meeting unless a quorum of Founding and/or Full 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 herein otherwise provided, 10 Founding and/or Full Members present in person shall be a quorum.
28. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Founding and/or 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 to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Founding and/or Full Members present shall be a quorum.
29. The Chairman of the Board shall preside as the chairman at a general meeting of the Fellowship. If there be no such Chairman or if at any meeting he shall not be present within half an hour after the time appointed for holding the meeting or is not willing to act or is absent from Hong Kong, or has given notice to the Fellowship of his intention not to attend the meeting, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the Members present shall choose one of their number) to be the chairman of the meeting.

30. The chairman 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 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.
31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- (i) by the chairman; or
  - (ii) by at least 2 Founding and Full Members present in person; or
  - (iii) by any Founding Member(s) or Full Member(s) present in person and representing not less than one-tenth of the total voting rights of all the Founding and/or Full Members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Fellowship shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

32. Except as provided in Article 34, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
33. In case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
34. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## **VOTES OF MEMBERS**

35. Every Member other than Associate Member shall only have one vote.

36. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in mental health, may not vote, whether on a show of hands or on a poll.
37. No Member shall be entitled to vote at any general meeting unless all moneys payable by him to the Fellowship in his capacity as Member, and which have been outstanding for more than one month after they fell due for payment, have been paid.
38. On a poll votes may be given either personally or by proxy.
39. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing. A proxy must be a Founding or Full Member of the Fellowship.
40. Any instrument appointing a proxy shall be in writing in such form as the Board may approve and shall be deposited at the Office or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the general meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
41. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

**ENGINEERING & CONSTRUCTION  
EVANGELICAL FELLOWSHIP LIMITED**  
工程及建造業福音團契有限公司  
(the “Fellowship”)

“I [ ] of [ ],  
being a Founding/Full Member of the above named Fellowship hereby appoint  
[ ] of [ ] or  
failing him [ ] of  
[ ], as my proxy to vote for me on my  
behalf at the [annual or extraordinary, as the case may be] general meeting of the  
Fellowship to be held on the [ ] day of [ ], [ ]  
and at any adjournment thereof.

Signed this [ ] day of [ ] [ ]”.

42. Where it is desired to afford Founding and Full Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

**ENGINEERING & CONSTRUCTION  
EVANGELICAL FELLOWSHIP LIMITED**  
工程及建造業福音團契有限公司  
(the “Fellowship”)

“I [ ] of [ ],  
being a Founding/Full Member of the above named Fellowship hereby appoint  
[ ] of [ ] or  
failing him [ ] of  
[ ], as my proxy to vote for me on my  
behalf at the [annual or extraordinary, as the case may be] general meeting of the  
Fellowship to be held on the [ ] day of [ ], [ ]  
and at any adjournment thereof.

Signed this [ ] day of [ ] [ ]”.

This form is to be used [\*in favour of / against] the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

\*Strike out whichever is not desired.”

43. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
44. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no notice in writing of such death, insanity or revocation as aforesaid shall have been received by the Fellowship at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**DIRECTOR**

45. The number of the Directors shall not be more than eleven and not less than seven and the names of the first Directors shall be determined in writing by the Founder Members to the Memorandum of Association.



## **POWERS AND DUTIES OF DIRECTORS**

46. The operations of the Fellowship shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Fellowship, and may exercise all such powers of the Fellowship as are not, by the Ordinance or by these Articles, required to be exercised by the Fellowship 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 Fellowship in general meeting; but no regulation made by the Fellowship in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
47. All cheques, promissory notes, drafts, bills of exchange and negotiable instruments, and all receipts for moneys paid to the Fellowship, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by at least two Directors of the Fellowship.
48. The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Fellowship, and of the Directors,

and every Director present at any meeting of Directors shall sign his name in a book to be kept for that purpose.

## **DISQUALIFICATION OF DIRECTORS**

49. The office of Director shall be vacated if the Director:-
- (a) holds any office of profit under the Fellowship; 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 Fellowship; or
  - (f) shall for more than 6 months have been absent without permission of the Board from meetings of the Directors held during that period; or
  - (g) is directly or indirectly interested in any contract (being a contract of significance in relation to the Fellowship's business operations) with the Fellowship and, if his interest in the contract is material, fails to declare the nature of his interest in manner required by section 162 of the Ordinance.

A Director shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.

### **ELECTION OF DIRECTORS**

50. The first members of the Board of Directors shall be:-

SHUM Chun Kin	( 岑鎮堅 )
CHAN Chi Chiu	( 陳志超 )
TANG Yu Tin	( 鄧汝田 )
CHAN Hing Chuen	( 陳慶全 )
TANG Kam Fai	( 鄧錦輝 )
KEUNG Kwong Wing, Stanley	( 姜廣榮 )
FAN Yeuk Hon	( 范約翰 )
YEUNG Chung Ki	( 楊仲其 )
LEUNG Tsz Yeung, Clifford	( 梁子揚 )
LI Chi On	( 李志安 )
LIANG Pui Kay	( 梁沛基 )

51. The term of office of a Director (except for the first Directors) shall be two years and a retiring Director shall be eligible for re-election. Save as otherwise provided, not less than 25% of the existing Board of Directors shall retire upon expiry of the term of office.
52. Within the term of office of the Directors, the Board shall appoint from members of the Board one Chairman, one Secretary, one Treasurer and other officers in such manner, for such period of time and for such purposes as the Board of Directors thinks fit.
53. Not counting the period of office of the first Directors of the Fellowship, a Director shall not hold office for more than 6 consecutive years. Any Director who has served the Board for 6 consecutive years is entitled for election as Director provided that such Director has left the office for more than one year since the end of last appointment.
54. The Fellowship may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
55. The Directors shall have power at any time, from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until

the expiry of the term of office of the Board of Directors appointing him, and shall then be eligible for re-election upon the expiry of the term of office of the Board, but shall not be taken into account in determining the Directors who are to retire by rotation in accordance with ~~Clause 51~~ Article 51. Any Director so appointed shall not be elected as the Chairman, Secretary, Treasurer or authorized signatories of bank accounts of the Fellowship.

56. The Fellowship may by special resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Fellowship and such Director.

### **PROCEEDINGS OF DIRECTORS**

57. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Hong Kong.
58. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be five.
59. The continuing Directors may act notwithstanding any vacancy in the Board of Directors, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Association as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Fellowship, but for no other purpose.
60. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
61. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
62. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 15 minutes after the time appointed

for holding the same, the members present may choose one of their number to be chairman of the meeting.

63. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
64. All acts done by any meeting of the Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director 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 Director.
65. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more Directors. A cable, telex, fax message or other written electronic communication sent by a Director shall be deemed to be a document signed by him for the purposes of this Article.

#### **HONORARY PATRONS, HONORARY ADVISORS, HONORARY MEMBERS**

66. The Board of Directors shall have power to invite without application Christians as Honorary Patrons and Honorary Advisors of the Fellowship.
67. The Board of Directors shall have power to invite without application or without payment of annual membership fee Christians as Honorary Members of the Fellowship.
68. Honorary Patrons, Honorary Advisors, Honorary Members shall have none of the rights or liabilities of a Member hereunder and in particular shall not have the right to vote nor shall they have any say in the management of the Fellowship but shall have such privileges as the Board of Directors shall from time to time appoint.

#### **SECRETARY**

69. Subject to Clause 4 of the Memorandum of Association, the Fellowship shall have a Secretary who may be appointed by the Board of Directors for such term and upon such conditions as the Board of Directors may think fit.

## **THE SEAL**

70. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of the Board of Directors and every instrument to which the seal shall be affixed shall be signed by 2 Directors by such person or persons on the Board of Director may appoint for such purpose.

## **ACCOUNTS**

71. The Directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the Fellowship and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Fellowship; and
- (c) the assets and liabilities of the Fellowship.

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 Fellowship's affairs and to explain its transactions.

72. The books of account shall be kept at the registered office of the Fellowship, or, subject to section 121 (3) of the Ordinance, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
73. The Directors 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 Fellowship or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Fellowship except as conferred by statute or authorized by the Directors or by the Fellowship in general meeting.
74. The Directors 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 Fellowship in general meeting such income and expenditure accounts, balance sheets, and reports as are referred to in those sections.
75. A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Fellowship in general meeting together with a copy of the Directors' report and a copy of the auditor's report, shall not less than 21 days before the date of the meeting be sent to every Member of the Fellowship:

Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Fellowship is not aware.

## **AUDIT**

76. Auditors shall be appointed and their duties regulated in accordance with Sections 131,132, 133, 140, 140A, 140B and 141 of the Ordinance.

## **NOTICES**

77. Except for communications in person, any Member can choose his preferred means of communications from the Fellowship, either by post or by electronic means. A notice may be given by the Fellowship to any Member either personally or by sending it by post or by electronic means to him or to his registered address for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
78. Notice of every general meeting shall be given in any manner hereinbefore authorized to:-
- (a) every Member except those Members who have not supplied to the Fellowship an address within Hong Kong for the giving of notices to them; and
  - (b) the auditors for the time being of the Fellowship.

No other person shall be entitled to receive notices of general meetings.

## **INDEMNITY**

79. Every Director, agent, auditor, secretary and other officer for the time being of the Fellowship shall be indemnified out of the assets of the Fellowship against any liability incurred by him in relation to the Fellowship in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to him by the court.

## **WINDING UP**

80. The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Fellowship shall have effect and be observed as if the same were repeated in these Articles.

## **SCHEDULE I**

### **附表一**

---

#### **ENGINEERING & CONSTRUCTION EVANGELICAL FELLOWSHIP LIMITED**

**工程及建造業福音團契有限公司**

---

#### **Statement of Faith**

##### **信仰的內容**

1. The Fellowship believes in one God, the Father of all mankind and in Jesus Christ, our Lord and Redeemer; and seeks to follow the guidance of the Holy Spirit.  
本團契相信獨一上帝：就是衆人的父；我們的主、救主、耶穌基督；亦努力追隨聖靈的引領。
2. The Fellowship confesses one scriptural faith.  
本團契相信聖經為信仰唯一的權威。
3. The Fellowship holds the doctrine of the priesthood of all believers who are all co-workers with God in witnessing to His righteous love in service to mankind.  
本團契相信凡屬信徒皆有祭司職分的教義，而信徒皆受託在世界與上帝作同工，藉宣道與服務，見證祂的慈愛和公義。
4. The Fellowship confesses the Apostles' Creed (refer to Schedule II hereof) as the common belief and authentic faith of the Fellowship.  
本團契承認使徒信經（參考附表二）為本團契確實的共同信念。
5. The divine revelation recorded in the Holy Scriptures is the norm of the faith and practice of the Fellowship.  
本團契以聖經神聖啓示作為信仰及行為的規範。

## SCHEDULE II

### 附表二

---

#### ENGINEERING & CONSTRUCTION EVANGELICAL FELLOWSHIP LIMITED

工程及建造業福音團契有限公司

---

#### The Apostles' Creed

I believe in God, the Father Almighty,  
the Creator of heaven and earth,  
and in Jesus Christ, His only Son, our  
Lord;

who was conceived of the Holy Spirit,  
born of the Virgin Mary,  
suffered under Pontius Pilate,  
was crucified, died, and was buried.

He descended into hell.

The third day He arose again from the  
dead.

He ascended into heaven and sits at the  
right hand of God the Father Almighty,  
whence He shall come to judge the  
living and the dead.

I believe in the Holy Spirit,  
the holy catholic (universal) church,  
the communion of saints,  
the forgiveness of sins,  
the resurrection of the body,  
and life everlasting.

Amen.

#### 使徒信經

我信上帝，全能的父，  
創造天地的主；  
我信我主耶穌基督，為上帝獨生之  
子；

因聖靈感孕，  
由童貞女馬利亞所生，  
在本丟彼拉多手下受難，  
被釘於十字架，受死，埋葬；  
降在陰間；

第三天從死人中復活；

升天，坐在全能父上帝的右邊；

將來必從那裡降臨，審判活人死人。

我信聖靈；  
我信聖而公之教會；  
我信聖徒相通；  
我信罪得赦免；  
我信身體復活；  
我信永生。  
阿們。