

**THE COMPANIES ACT 1976**

**REPUBLIC OF SINGAPORE**

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**COMPANY LIMITED BY GUARANTEE**

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**CONSTITUTION**  
**OF**  
**MUSICAL THEATRE LTD**

**REGISTRATION NO. 200614780G**

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**INCORPORATED ON THE 5<sup>TH</sup> DAY OF OCTOBER 2006**  
(Incorporating all amendments up to 10 May 2023)

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*Lodged in the Office of the Accounting & Corporate Regulatory Authority, Singapore*

THE COMPANIES ACT, CAP. 50

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

**MUSICAL THEATRE LTD**  
(Incorporated in the Republic of Singapore)

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1. The name of the Company is **MUSICAL THEATRE LTD** (hereinafter called the "Company").
2. The registered office of the Company will be situated in the Republic of Singapore.
3. The objects for which the Company is established are :
  - (a) To promote and advance musical drama in Singapore by staging and/or supporting local and international quality theatre, drama and musical performances, as well as develop new forms of musical drama.
  - (b) To groom local talent by creating opportunities for them to be exposed to the local and international musical drama community, and provide various training platforms to enhance their skills.
  - (c) To collaborate and cooperate with various local and international organizations and associations to further enhance the objective of promoting local talent and creating awareness in the general public in music and drama.
  - (d) To create original musicals and use them to further the artistic goals of the Company, and to help the disadvantaged members of society in Singapore.
  - (e) To conduct courses which promote skills, such as writing scripts and music, performing in shows and producing and broadcasting shows.
  - (f) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them provided that nothing shall be done solely for profit. The Company may without prejudice to the generality of the foregoing:
    - (i) Apply to any governmental or regulatory authorities or other public bodies or to corporations, companies or persons for, and to accept, grants of money, land, donations, gifts, subscriptions, contracts, rights, privileges, concessions and other assistance for promoting charities and the objects of the Company and to conform to any proper conditions upon which such grants and other payments may be made.

- (ii) Establish, promote, co-operate with, become a member of, act as or appoint or be appointed trustees, agents or delegates for control, manage, superintend, or afford financial or other assistance to the work of any associations and institutions and other bodies incorporated or not incorporated.
- (iii) Purchase, build, take on lease or in exchange, hire or otherwise acquire any real or personal property, and in particular any land, buildings, workshops, factories, laboratories, machinery, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purposes of the Company and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company and to manage, develop, sell, demise, let, lend, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company.
- (iv) Pay all expenses, preliminary or incidental to the formation of the Company and its registration.
- (v) Undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.
- (vi) Receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.
- (vii) Draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes and other negotiable or transferable instruments.
- (viii) Invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property and in such manner as may be determined by the Company for the purposes of the Company.
- (ix) Obtain any order in Council, enactment or Act for enabling the Company to carry out any of its objects for any purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
- (x) Establish, promote or assist in establishing or promoting and to subscribe to or become a member of any other association, company, foundation or institution whose objects are similar to the objects of the Company or the establishment or the promotion of which may be beneficial to the Company.

- (xi) To give pensions, gratuities or charitable aid to past or present employees of the Company and to make payments towards the insurance of and to form and contribute to provident and benefits funds for the benefit of any such persons.
- (xii) Employ or appoint consultants, professional or otherwise whether or not remuneration, costs or fees paying terms for the purpose of giving effect or better giving effect or attaining the above objects or any of them.
- (xiii) To conduct activities that support social causes or well-being of disadvantaged groups such as the blind, the elderly, those formerly incarcerated, underprivileged children, and similar groups.

Provided that:-

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - (ii) The objects of the Company shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers
4. The income and property of Company, whensoever derived, shall be applied towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and save where permitted by law, no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise however by way of profit to the members of the Company.
- Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return of any services actually rendered to the Company, nor prevent the payment of interest at a rate to be fixed by the Directors on money lent or reasonable an proper rent for premises demised or let by any member to the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, 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 Company 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 contributors among themselves, such amount as may be required not exceeding One Dollar.
7. If upon the winding-up or dissolution of the Company, or in the event the Company ceases to be a registered charity, 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 Company, but shall be given or transferred to some other institution or institutions which is/are registered under the Charities Act (1994) and is/are approved as an IPC in Singapore, having objects similar to the objects of the Company, as determined by the members of the Company at or before the time of dissolution or cessation as a registered charity.

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

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Mrs Stella Kon @ Lim Sing Po  
Blk 44 Owen Road  
#05-313  
Singapore 210044

Philip Sim Choon Kwee  
82 Sing Avenue  
Singapore 217921

Moey Kok Seng Desmond  
283G Pasir Panjang Road  
Singapore 117711

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Dated this 4th day of October 2006.

THE COMPANIES ACT, CAP 50  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
**MUSICAL THEATRE LTD**  
(Incorporated in the Republic of Singapore)

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**INTERPRETATION**

1. In these Articles:

- The Act : The Companies Act, Chapter 50 or any statutory modification thereof for the time being in force
- The Company : MUSICAL THEATRE LTD
- The Seal : The Common Seal of the Company
- The Directors : The Directors for the time being of the Company
- The Director : Include any person acting as a director or managing director of the Company and includes any person duly appointed and acting for the time being as an alternate director
- The Secretary : Any person appointed by the Directors to perform the duties of the Secretary of the Company

Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporation.

Expressions referring to writing shall, unless the contrary intention appears, be constructed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, Chapter 3 and of the Act as in force at the date at which these Articles become binding on the Foundation.

## MEMBERSHIP

2. The Company shall comprise at least three (3) members and the Directors may from time to time register an increase of member.
3. The members of the Company shall be:
  - a. The subscribers to the Memorandum of Association
  - b. Such other persons as the Directors shall admit to membership
4. The Directors may set out terms and conditions for membership and the procedure for application and approval of members.
5. An application for membership may be approved or rejected by the Directors without furnishing any reasons.
6. The privileges of a member are not transferable and shall cease on termination or on the death of the individual members or in the case of a corporation, statutory body or society on their liquidation or deregistration. A member may retire or terminate his membership by giving notice in writing to the effect. The termination shall commence on the date of receipt of the same by the Company.
7. (i) Without prejudice to the above Article 6, any member who shall offend against rules or bye-laws of the Company or engages in any activities detrimental to the interest of the Company may have his membership terminated by the Directors or such other committee as may be set up by the Directors, provided that the member concerned shall have a right to be heard before a final decision is made. A member whose membership is so terminated shall cease to be a member of the Company.  
  
(ii) Any expelled member shall have the right within 14 days of the receipt of notice of his expulsion to require the Directors to call a general meeting of the Director and the Directors shall within 14 days of receipt of any such requisition call an extraordinary general meeting accordingly. The only business at any such extraordinary general meeting shall be to approve or disapprove the action of the Directors in expelling such member. If such action is to be disapproved, such expulsion shall be rescinded and shall have no effect.
8. A member of the Company whose membership has been terminated either of his own accord or by the Directors or by such other committee set up by the Directors shall forfeit all claim to the rights and privileges as a member thereof and shall cease to be a member of the Company.

## GENERAL MEETINGS

9. An annual general meeting of the Company shall be held once in every calendar year and not more than 15 months after holding the last preceding annual general meeting, provided that so long as the Company holds its first annual meeting within 18 months of its incorporation. The annual general meeting shall be held at such time and place as the Directors shall determine.

10. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
11. The Directors may whenever they think fit convene an extraordinary general meeting and extraordinary general meetings shall be convened by such requisitions as provided in the Act so far as applicable.

#### **NOTICE OF GENERAL MEETINGS**

12. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, 14 days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of the meeting and in the case of special business the general nature of the business shall be given to such persons as are entitled to receive such notices from the Company.
13. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, a person entitled to receive notice thereof shall not invalidate any resolutions passed or proceedings held at any such meetings.

#### **PROCEEDINGS AT GENERAL MEETINGS**

14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the presence of three (3) members with voting rights present in person or by proxy shall constitute a quorum. For purposes of this article, "member" includes an attorney or a representative of a corporation which is a member. 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 members, shall be dissolved, in any other case the meeting 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.
15. (i) Subject to the provisions of the Act, an action that may be taken by the members at a meeting may also be taken by a resolution of members in writing or by telex, telegram, cable, facsimile or other written electronic communication without the need for any such notice, signed by all the members for the time being entitled to receive notice of and attend and vote at general meeting. Any such resolution may consist of several documents in like form, each signed by one or more persons.  
  
(ii) A member shall be deemed to be present at a meeting of members if he participates by telephone or other electronic means and all members participating in the meeting are able to hear each other.
16. Every member is entitled to vote and may vote in person or by proxy or by attorney and on a show of hands every person present who is a voting member or a representative of a voting member shall have one vote.
17. If any voting member be of unsound mind, he may vote by his committee or other legal curator, and such last mention persons may give their vote either personally or by proxy.



18. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or if the appointer is a corporation either under its seal or under the hand of an officer or attorney duly authorized. A proxy may but need not be a voting member of the Company.
19. The instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

**MUSICAL THEATRE LTD**  
(the "Company")

I/We \_\_\_\_\_ of \_\_\_\_\_  
being a member/members of the Company hereby appoint  
of \_\_\_\_\_, or failing him \_\_\_\_\_ of \_\_\_\_\_,  
as my/our proxy to vote for me/us on my/our behalf at the  
[annual or extraordinary as the case may be] general meeting  
of the Company to be held on day of 20 and at any  
adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

This form is to be \_\_\_\_\_ used \*in favour of/against the resolution.

\*Strike out whichever is not desired. [Unless other instructed, the proxy may vote as he thinks fit.]

20. The instrument appointing a proxy and the power of attorney or other authority, under which it is signed, or a notarially certified cop of power of authority, shall be deposited at least 48 hours before the time appointed for holding the meeting at the registered office of the Company, or at such other place within Singapore as is specified for that purpose in the notice convening the meeting at which the person name in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
21. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy provided that no notice in writing or the death or revocation shall have been received at the place where the instrument of proxy was deposited at least one hour before the time fixed for holding the meeting.
- 21A. Any resolution to be passed at a general meeting of the Company may be passed by written means in accordance with the provisions of the Act or these Articles. A resolution in writing signed by all the Members or their agents authorised in writing shall (except where a meeting is prescribed by the Act) be as valid and effectual as if it had been passed at a Meeting of the Members duly convened and held, and any such resolution may consist of several documents in like form, each signed by or on behalf of one or more Members. In the case of a corporate body which is a Member such resolution may be signed on its behalf by any two (2) of its Directors or by any person (whether identified by name or by reference to the holding of any particular office) duly authorised by such corporate body by resolution of its Directors or other governing body or by Power of Attorney to sign resolutions on its behalf. The expressions "in writing" and "signed" include approval by telefax, telex, cable, telegram or by electronic means by any such Member.

### **DIRECTORS: APPOINTMENTS ETC**

22. All Directors shall be natural persons. The number of Directors shall be not less than three (3) unless otherwise permitted by law or any regulation, one of whom shall be ordinarily resident in Singapore of whom at least two shall be Singapore citizens. A Director need not be a member of the Company.
23. The Directors shall have power at any time and 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 and that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
24. The Company may by ordinary resolution remove any Director before the expiration of his period of office in accordance with the requirements as stipulated in Act and may by ordinary resolution appoint another person in his stead.
25. The Directors shall be reimbursed for reasonable out-of-pocket expenses incurred by them in connection with the management or business of the Company.
26. The office of a Director shall become vacant if the Director:
- a. ceases to be a Director by virtue of the Act;
  - b. becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - c. becomes prohibited from being a Director by reason of any order made under the Act;
  - d. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder; and
  - e. resigns his office by notice in writing to the Company.
  - f. becomes disqualified under Section 28 of Charities Act (1994).
- 26 (A) At every Annual General Meeting subsequent to the adoption of this Article, one-half of the Directors then in office shall retire. If the number of Directors is not divisible by two, then the number nearest to one-half shall retire. A Director who retires by rotation is eligible for re-appointment if he is willing to continue to act as Director.
- (B) The Directors to retire by rotation are those who have been longest in office since their last appointment or re-appointment; but as between Directors who were last appointed or re-appointed on the same day, the Board shall draw lots to determine who is to retire, unless the Directors in question agree the order of retirement among themselves.
- (C) No person other than a Director retiring by rotation may be appointed or re-appointed as a Director at any general meeting unless:-
- (i) he is recommended by the Directors; and
  - (ii) at least 14 clear days before the date appointed for the meeting, notice executed by a member of the Company qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment, together with notice executed by that person of his willingness to be appointed or re-appointed.

(D) A notice of a general meeting of the Company shall include the name of any person (other than a Director by rotation at the meeting) who is recommended by the Board for appointment or re-appointment as a Director at the meeting, or in respect of whom notice has been duly given to the Company under Article (C) above.

(E) The Company may by ordinary resolution appoint as a Director a person who is willing to act, either to fill vacancy or as an additional Director; and any Director so appointed under this Article shall retire at the next Annual General Meeting and thereafter shall subsequently be subject to retirement by rotation.

(F) Any changes in the Board of Directors shall be notified to the Commissioner of Charities within two (2) weeks of change.

### **POWERS AND DUTIES OF DIRECTORS**

27. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to any of these Articles, to the provisions of the Act and the Memorandum of Association of the Company and to such regulations being not inconsistent with the aforesaid Articles or provisions as may be prescribed by the Company in general meeting; but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
- 27A. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the company, must be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by at least 1 director or in such other manner as the directors from time to time determine.
28. The Directors may exercise all the powers of the Company to borrow money and mortgage or charge its undertaking and property for any debt, liability or obligation of the Company only.
- 28A. Every Director shall observe the provision of Section 156 of the Act relating to the disclosure of the interests of the Directors in contracts or proposed contracts with the Company or of any office or property held by a Director which might create duties or interests in conflict with his duties or interests as a Director. A Director shall not be entitled to vote in respect of any contract or arrangement in which he is interested and he shall not be taken into account in ascertaining whether a quorum is present.
29. The continuing Directors may act notwithstanding any vacancy in their body; provided always that in the case the Directors shall at any time be reduced in number for any reason other resignation to less than three (3), it shall be lawful for the remaining Director to act as Directors for the purpose of filling up vacancies on the Board of Directors, but not for any other purpose.

### **ALTERNATE DIRECTORS**

30. (a) Any Director may from time to time by writing under his hand and deposited at the registered office or by telefax or by cable sent to the Secretary appoint any person to be his alternate Director any may in like manner at any time terminate such appointment. Any appointment or removal by telefax or cable shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.
- (b) A Director or any other person may act as an alternate Director to represent more than one Director and such alternate Director shall be entitle at Directors' meetings to one vote for every Director whom he represents in addition to his own vote if he was a Director.
- (c) The appointment of an alternate Director shall ipso facto determine on the happening of any event which if he were a Director would ender his office as a Director to be vacated and his appointment shall also determine ipso facto if his appointor ceases for any reason to be a Director.
- (d) An alternate Director shall be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally, if his appointor is absent from Singapore or is otherwise unable to act as such Director, to perform all functions of his appointment as a Director (except the power to appoint an alternate Director) and to sign any resolution in accordance with the provision of Article 36.
- (e) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being under these Articles but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote Provided that he shall not constitute a quorum under Article 34 if he is the only person present at the meeting notwithstanding that he may be an alternate to mote than one Director.
- (f) An alternate Director may be repaid by the Company such expenses as might be properly be repaid to him if he was a Director.
- (g) An alternate Director shall not be required to be a member.

### **PROCEEDINGS OF DIRECTORS**

31. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit. A Director may at any time, and the Secretary shall on the requisition of a Director, summon a meeting of the Directors.
32. Subject to these Articles, questions arising at any meeting of Directors shall be decided by a majority of Directors shall for all purposes be deemed a determination of the Directors. In the case of an equality of votes, the Chairman shall have a second or casting vote.

33. A director shall not vote nor participate in discussions, in respect of any contract or proposed contract with the Company in which he is interested or any matter arising thereto. He or she should also offer to withdraw from the meeting, and the other directors should decide if this is required.
34. The quorum necessary for the transaction of the business of the Directors shall be three (3).
35. 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 meeting, the Directors present may choose one of their number to be chairman of the meeting.
36. A resolution in writing or copies thereof signed or approved by letter or telefax or other form of electronic communication signed by a majority of the Directors shall be valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors.

Directors may participate in a meeting by means of video conference, conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other, without a Director or Directors being in physical presence of another Director or Directors, and participation in the meeting in such manner shall be deemed to constitute presence in person at such meetings.

#### **SECRETARY & TREASURER**

37. The Secretary shall in accordance with the Act be appointed by the Directors for such term, at such remuneration, and upon such condition as they may think fit, and any Secretary so appointed may be removed by them.
- 37A. The Treasurer (or the equivalent appointment like a Finance Committee Chairman or a person on the Board responsible for overseeing the finances of the Company) shall not hold the same office for more than four consecutive years. Re-appointment of the outgoing Treasurer (or equivalent appointment) may be considered after a lapse of at least two years.

#### **RULES OR BYE-LAWS**

38. The Directors may from time to time make such rules or bye-laws as they deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership. The Company in general meeting have power to alter, add to or repeal the rules or bye-laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members all such rules or bye-laws shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles.

### **SEAL**

39. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of Directors authorized by the Directors in that behalf and every instrument to which the Seal is affixed shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

### **ACCOUNTS AND REPORTS**

40. The Directors shall cause proper accounting and other records to be kept and shall distribute copies of balance-sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company 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 paper of the Company except as conferred by statute or authorized by the Directors or by the Company in general meeting.

### **AUDITORS**

41. Auditors shall be appointed and their duties regulated in accordance with relevant provisions of the Act. The appointment of auditors must be approved by the Commissioner of Charities. Every auditor of the Company shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act.
42. Subject to the provisions of the Act all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment.
43. The auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting to which any member is entitled and to be heard at any general meeting on any part of the business of the meeting which concerns them as auditors.

### **NOTICES**

44. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address, or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company 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 on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of posting.

45. A notice may be given by the Company to the persons entitled to receive in consequence of the death or bankruptcy of a member by sending through the post in a prepaid letter addressed to them by name, or by the legal representatives of the deceased, or assignee of the bankrupt, at the address, if any, within Singapore supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
46. (i) Notice of every general meeting shall be given in any manner herein before authorized to:
- (a) every voting member;
  - (b) every person entitled to receive in consequence of the death or bankruptcy of a voting member who, but for his death or bankruptcy would be entitled to receive notice of the meeting; and
  - (c) the auditor for the time being of the Company
- (ii) No other person shall be entitled to receive notices of general meetings.

#### **INDEMNITY**

47. Every Director, managing director, agent, auditor, secretary and other officer for the time being of the Company, shall be indemnified out of the assets of the Company against any liability (other than any liability referred to in section 172B(1)(a) or (b) of the Act) incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour, or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any proceedings, in the execution of or in connection with the charity, relating to negligence, default, breach of duty or breach of trust.

#### **AMENDMENTS**

48. No addition, alteration or amendment shall be made to the Memorandum and Articles of Association of the Company unless the same have been approved by special resolution in a general meeting and such addition, alteration or amendment shall not come into force without the prior approval from the Commissioner of Charities and the same being registered with the Registrar of Companies.

#### **DISSOLUTION**

49. Notice of dissolution shall be given to the Commissioner of Charities and the Registrar of Companies within 7 days of the resolution passed to dissolve the Company.

**WINDING UP**

50. (a) The Company shall not be wound up, except with the consent of not less than two-thirds of the total membership of the Company for the time being expressed either in person or by proxy at a general meeting convened for the purpose.
- (b) Clause 7 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.
- (c) Notice of the winding up of the Company shall be given to the Registrar of Companies and the Commissioner of Charities within 7 days of the passing of the resolution to wind up the Company.