

The Companies Act 1985
Company Limited by Guarantee and Not Having a Share Capital
MEMORANDUM OF ASSOCIATION
of
LOTUS CULTURE
Incorporated the 1st day of July 2010

- 1 The name of the company (hereinafter called "the Company") is LOTUS CULTURE.
- 2 The registered office of the Company will be situated at 108 Cairnhill Road, Singapore 229698.
- 3 The objects for which the Company is established are exclusively for charitable purposes and to pursue social enterprise projects for the charitable organizations which are anti human trafficking that the Company supports.
And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:
 - 3.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
 - 3.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
 - 3.3 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
 - 3.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
 - 3.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
 - 3.6 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
 - 3.7 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
 - 3.8 to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
 - 3.10 to undertake and execute charitable trusts;
 - 3.11 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the

Company and, subject to the provisions of clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees;

3.12 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

3.13 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

3.14 to do all such other lawful and charitable things as shall further the attainment of the objects of the Company or any of them.

[Provided that:

3.1.1 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;

3.1.2 The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;

3.1.3 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners of the country of the property, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

4 The income and property of the Company shall be applied solely towards the promotion of its objects 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 members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% per annum whichever is the greater;

4.3 to any director of reasonable out-of-pocket expenses;

4.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;

4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.

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 the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the 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 contributories among themselves, such amount as may be required not exceeding \$1.

7 If upon the winding up or dissolution of the Company 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 charitable body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

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

Sylvia Lee

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Witness:

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