

**SPECIMEN**

THE COMPANIES ACT (CAP.50)

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PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION  
OF

[ \_\_\_\_\_ **LAW CORPORATION / LLC \* ]**

Section 81C(3), LPA

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1. **The name of the Company is "[ \_\_\_\_\_ Law Corporation / LLC \* ]". The name of the Company shall not be changed without the prior written approval of the Council of the Law Society of Singapore established under the Legal Profession Act, Cap 161.**

*Section 81C(3) & (5), LPA*

2. The registered office of the Company will be situate in the Republic of Singapore.

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

- (1) **To carry on, in Singapore and elsewhere, the business of providing and supplying legal services and such other class(es) of services as from time to time may be prescribed by (or pursuant to) the Legal Profession Act, Cap 161 (hereinafter referred to as "the Legal Profession Act") and to carry on any other businesses which may be in connection therewith or incidental thereto and whether or not the same be carried on in association with other qualified persons or organisations from any other jurisdictions.**

*Section 81B(3), LPA & the Schedule to the LP(LC) Rules, paragraph 1*

- (2) To accept offices and appointments incidental to the provision and supply of legal services and such other class(es) of services as from time to time may be prescribed by (or pursuant to) the Legal Profession Act or in the course of legal practice generally, including but not limited to appointments as executors, trustees, liquidators, receivers and managers and the provision of appointees as directors and corporate secretaries of other companies.

**[ Insert other object clauses, if desired ]**

4. **In so far as they relate to the matters specified in the Legal Profession Act, Cap 161 and/or any rules made thereunder, the Memorandum and Articles of Association of the Company shall not be amended without the prior approval of the Council of the Law Society of Singapore established under the aforesaid Legal Profession Act.**

*The Schedule to the LP(LC) Rules, paragraph 9*

**\* Delete as appropriate**

5. The liability of the members is limited.
6. The authorised share capital of the Company is \$[ \_\_\_\_\_ ] divided into [ \_\_\_\_\_ ] shares of \$1/- each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential deferred qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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**Names, Addresses and Occupations of Subscribers**

**Number of Shares taken by each Subscriber**

**Witness to Signatures**

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*[name of Subscriber]*  
*[address of Subscriber]*  
 Singapore \_\_\_\_\_  
**Director**

*[name of Witness]*  
*[occupation of Witness]*  
*[address]*  
 Singapore \_\_\_\_\_

*[name of Subscriber]*  
*[address of Subscriber]*  
 Singapore \_\_\_\_\_  
**Director**

*[name of Witness]*  
*[occupation of Witness]*  
*[address]*  
 Singapore \_\_\_\_\_

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Total number of shares taken \_\_\_\_\_

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**Dated this      day of      20\_\_\_\_\_.**

**SPECIMEN**

THE COMPANIES ACT (CAP. 50)

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION  
OF

[ \_\_\_\_\_ **LAW CORPORATION / LLC \* ]**

Section 81C(3), LPA

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**PRELIMINARY**

1. **TABLE A.** The regulations contained in Table A in the Fourth Schedule to the Act shall apply to the Company except to the extent that they are inconsistent with the Articles as set out below. In the event of any inconsistency between the regulations and these Articles, these Articles shall prevail over the regulations.

2. **INTERPRETATION.** In these Articles and in the aforesaid regulations, unless the context otherwise requires:

"the Act" means the Companies Act (Cap. 50) or any statutory modification thereof for the time being in force and includes any subsidiary legislation made thereunder;

"the Articles" means these Articles of Association in their original form or as amended from time to time;

"Directors" means the Directors for the time being of the Company or "the Board" as a body or a quorum of the Directors present at a meeting of the Directors or signing a written resolution.

"law corporation" means a company approved as a law corporation pursuant to the **Legal Profession Act**;

"Legal Profession Act" means the **Legal Profession Act (Cap. 161) or any statutory modification thereof for the time being in force and includes any subsidiary legislation made thereunder;**

\* *Delete as appropriate*

"member"	means a member of the Company;
"month"	means a month of the Gregorian calendar;
"office"	means the registered office of the Company;
"seal"	means the common seal of the Company;
"Secretary"	means any person appointed to perform the duties of a secretary of the Company and includes a Deputy Secretary or an Assistant Secretary;
<b>“solicitor”</b>	<b>means a solicitor as defined in the Legal Profession Act;</b>
"\$"	refers to the lawful currency of Singapore;

expressions referring to writing shall, unless the contrary intention appears, be construed to include 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 (Cap. 1), and of the Act;

words denoting the singular number only shall include the plural number and vice versa; words denoting the masculine gender only shall include the feminine and neuter genders; and words denoting persons shall include corporations and other bodies of persons; and

the headings in these Articles are inserted for convenience and reference only and are in no way designed to limit or circumscribe the scope of these Articles.

## PRIVATE COMPANY

3. PRIVATE COMPANY. Pursuant to the Act and the Legal Profession Act, the Company is a private company, and accordingly:

*Section 81M, LPA*

- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- (b) the right to transfer the shares of the Company shall be restricted in the manner hereinafter appearing; and
- (c) no invitation shall be issued to the public to deposit money with the Company for fixed periods or payable at call, whether bearing or not bearing interest.

## SHARES

4. (1) **Subject to the Legal Profession Act and any rules made thereunder, no shares in the Company shall be held by persons other than solicitors.**  
*Section 81H(2), LPA*
- (2) **No person shall transfer or dispose of any shares in the Company save in accordance with the Legal Profession Act and any rules made thereunder.**  
*Section 81H(1), LPA & the Schedule to the LP(LC) Rules, paragraph 6*
5. **COMPANY TO HAVE POWER TO PURCHASE OR ACQUIRE ITS OWN SHARES.**  
The Company shall have power (subject to, and in accordance with the provisions of, the Act) to purchase or otherwise acquire any of its own shares on such terms as the Company may think fit.

## TRANSFER OF SHARES

6. **RIGHT TO DECLINE TO ACCEPT TRANSFER.** The Directors may decline to register the transfer of any share or accept any instrument of transfer in favour of any person (not being an existing member) of whom they do not approve.

**[ Insert other restrictions on transfers of shares, if desired ]**

7. **RESTRICTIONS ON SHARE TRANSFERS & DIRECTORS' OBLIGATION TO REFUSE TRANSFER OF SHARES.** No person shall transfer or dispose of shares in the Company without the prior approval of the Directors. The Directors shall not grant their approval and shall refuse to register the transfer of any share if the same would result in a contravention of the requirements of Part VIA of the Legal Profession Act or any rules made thereunder on the holding, transfer or disposal of shares in a law corporation.

*Section 81H, LPA & the Schedule to the LP(LC) Rules, paragraph 6*

**[Insert the following or other provisions to deal with the transfer of a member's shares upon occurrence of an event as specified in section 81H (4), (6) and (11) of the Legal Profession Act:**

## COMPULSORY TRANSFER OF SHARES

8. **COMPULSORY TRANSFER EVENT.** (1) Upon the occurrence of any of the following events ("Compulsory Transfer Events"): -
- (a) a member holding shares in any other law corporation;
  - (b) a member becoming a director or consultant or an employee of any other law corporation;

- (c) a member becomes a partner or consultant or an employee of any law firm or limited liability law partnership;
- (d) a member commencing practice as a solicitor on his own account;
- (e) pursuant to disciplinary proceedings under the Legal Profession Act, a member being suspended from practice or struck off the roll; or
- (f) a member ceasing to hold a practising certificate by reason of:
  - (i) death;
  - (ii) bankruptcy; or
  - (iii) incapacity by reason of mental or physical disability,

the Company shall within fourteen (14) days after it becomes aware of the occurrence of any of the Compulsory Transfer Events give a transfer notice (“Transfer Notice”) to the affected member concerned (or to the person(s) entitled to the rights of the affected member concerned under a transmission by operation of law) that the shares of the affected member will be subject to transfer as provided in this Article. The Transfer Notice shall not be revocable except with the unanimous agreement of all the Directors.

- (2) On giving the Transfer Notice, the Company shall be deemed to be the agent of the affected member or the person(s) entitled to the affected member’s rights under a transmission by operation of law (both herein referred to as “the Transferor”) and the Company shall be empowered to sell the shares referred to in the Transfer Notice (together with all rights attached to them) at the Prescribed Price (as defined below) to any member in the manner appearing below.
- (3) If not more than fourteen (14) days after the date on which the Transfer Notice was given, the Transferor and the Directors shall have agreed in writing a price per share as representing its fair value, or as being acceptable to the Transferor, then such price shall be the Prescribed Price. In the absence of any agreement having been reached within the said period of fourteen (14) days, the Directors shall immediately [ request the auditors for the time being of the Company to determine and certify in writing to the Company the sum per share considered by them to be fair value as between a willing seller and a willing purchaser (ignoring the fact, if such be the case, that the said shares do not carry effective control of the Company) as at the date of occurrence of the earliest of the Compulsory Transfer Events in respect of the member to whose shares the Transfer Notice relates and the sum per share so determined and certified shall be the Prescribed Price. The auditors shall act at the cost and expense of the Transferor as experts and not as arbitrators and their determination shall be final and binding for all purposes (save in respect of manifest error) [or specify other basis for determining the Prescribed Price] ].
- (4) Within seven (7) days of the Prescribed Price being so agreed or determined and fixed, all members holding shares in the Company (other than the member to whose shares the Transfer Notice relates) shall be notified in writing by the Company of the Prescribed Price and the portion thereof payable by each of them (each such portion hereinafter referred to as “the Purchase Money”) on the basis that the shares to be acquired by each shall, in accordance with but subject to Article 8(5), be in proportion (as nearly as may without involving fractions) to their existing holdings of shares.

- (5) Each of the members holding shares in the Company (other than the member to whose shares the Transfer Notice relates) shall be obliged to acquire such number of the shares as specified in the Company's notification to be issued pursuant to Article 8(4) and each shall pay the Purchase Money in respect thereof to, or to the order of the Transferor within [specify period(s) within which the Purchase Money must be paid, whether the same be payable in instalments (and if so, specify proportion of each instalment) and whether interest is payable (and if so, specify rate of interest)].
- (6) The Transferor shall be bound to transfer the shares specified in the Transfer Notice to the respective members acquiring the shares within [specify period by which transfer must be affected (and, if shares are to be transferred in instalments, the proportions of each instalment) and conditions (if any) to be satisfied before obligation to transfer arises ].
- (7) If a Transferor shall fail or refuse to transfer any shares as aforesaid under these Articles, the Directors may authorise some person to execute the necessary transfer and may deliver it on his behalf and the Company may receive the Purchase Money in trust for the Transferor (which it shall pay into a separate bank account in the Company's name) and cause the respective members acquiring the shares to be registered as the holders of such shares. The receipt of the Company for the Purchase Money shall be a good discharge to the respective members acquiring the shares and after the respective members acquiring the shares have been registered in purported exercise of the said powers the validity of the proceedings shall not be questioned by any person.

*Section 81N, LPA & the Schedule to the LP(LC) Rules, paragraph 7*

## DIRECTORS

9. NUMBER OF DIRECTORS. There shall be at least one Director. **All the Directors of the Company shall be solicitors.** The first Director(s) shall be [specify name of directors: \_\_\_\_\_ and \_\_\_\_\_ ].

*The Schedule to the LP(LC) Rules, paragraph 2*

**[If desired, insert other provisions dealing with appointment, qualifications, tenure, remuneration, removal etc. of Directors where the provisions under Table A of the Fourth Schedule to the Act are considered inappropriate ]**

10. VACATION OF OFFICE OF DIRECTOR. The office of Director shall become vacant if the Director:
- (a) ceases to be a Director by virtue of the Act;
  - (b) ceases to be a solicitor;

*Section 81N, LPA & the Schedule to the LP(LC) Rules, paragraph 3*

**[ If desired, insert other provisions dealing with vacation of office of Directors ]**

11. CHAIRMAN OF DIRECTORS. The Directors may elect one of their number (**who shall be a solicitor**) to be Chairman of their meetings and determine the period for which he is to hold office; but if at any time there is no Chairman or if at any meeting the Chairman is not present within 10 minutes after the time appointed for holding the meeting, the Directors present may choose another of their number to be Chairman of the meeting.

*The Schedule to the LP(LC) Rules, paragraph 2*

**[ If desired, insert other provisions dealing with proceedings of Directors where the provisions under Table A of the Fourth Schedule to the Act are considered inappropriate ]**

12. **The business of the Company, in so far as it relates to the provision and supply of legal services, shall be under the control and management of all the Directors.**

*The Schedule to the LP(LC) Rules, paragraph 5*

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Names, Addresses and Occupations  
of Subscribers

Witness to  
Signatures

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[ name of Subscriber ]  
[ address of Subscriber ]  
Singapore \_\_\_\_\_  
Director

[ name of Witness ]  
[ occupation of Witness ]  
[ address ]  
Singapore \_\_\_\_\_

[ name of Subscriber ]  
[ address of Subscriber ]  
Singapore \_\_\_\_\_  
Director

[ name of Witness ]  
[ occupation of Witness ]  
[ address ]  
Singapore \_\_\_\_\_

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Dated this      day of                      20\_\_\_\_.