

HARBOUR PLAZA GOLF CLUB

CLUB RULES

Table of Content

- 1 Name
- 2 Constitution
- 3 Objects
- 4 Rights and Liabilities of Members
- 5 Classes of Members
- 6 Term of Membership
- 7 Application for Membership
- 8 Extended Term and Extension Fee
- 9 Nominations by Gold Members
- 10 Membership Cards
- 11 Issue and Loss of Membership Cards
- 12 Termination of Membership
- 13 Transfer of Membership
- 14 Death of Members

| | |
|----|---------------------------------------------------|
| 15 | Suspension and Expulsion of Members |
| 16 | Monthly Dues |
| 17 | Payment of Account |
| 18 | Manager |
| 19 | Absent Members |
| 20 | Guests |
| 21 | Liability of Members, the Company and the Manager |
| 22 | Bye-Laws |
| 23 | Force Majeure |
| 24 | Notices |
| 25 | Disputes |
| 26 | Amendments of Rules and Bye-Laws |
| 27 | Language |
| 28 | Interpretation |
| 29 | Applicable Laws |

1 **Name**

The name of this club is "Harbour Plaza Golf Club" which is affiliated to Harbour Plaza Golf Club Ltd.. By an agreement made between Harbour Plaza Golf Club Ltd. and Dongguan Hujing Holiday Country Co. Ltd. ("the Company"), all members of Harbour Plaza Golf Club shall have the right to enjoy all facilities of Harbour Plaza Golf Club Dongguan ("the Club"). The Club is situated at Dajing District, Hou Jie Town, Dongguan, Guangdong Province, the People's Republic of China (the "Club Premises").

2 **Constitution**

The Club is owned by the Company which is registered in Dongguan, Guangdong Province, People's Republic of China.

3. **Objects**

The objects of the Club are to provide and maintain club facilities for the game of golf and such sports, recreational and other activities as the Company may from time to time decide to the members of the Club ("Members").

4 **Rights and Liabilities of Members**

4.1 In so far as the Club is concerned, members of Harbour Plaza Golf Club shall deem to be Members.

4.2 Members shall during the term of their membership and subject to compliance with the Rules and Bye-Laws of the Club for the time being in force ("Rules and Bye-Laws") be entitled to use the Club's facilities located at the Club Premises. ("the Club Facilities").

4.3 The legal spouse as well as children under the age of eighteen ("Family") of any Member, or nominated individual in the case of a Gold Member, shall be entitled to use the Club Facilities as the Member or nominated individual does, subject to their compliance with the Rules and Bye-Laws.

4.4 The Club Premises and the Club Facilities are assets of the Company and a Member shall not by reason of his membership be under any financial liability to the Club except for payment of his Membership Fee and any other sums due or levied under the Rules and Bye-Laws, and he shall not by reason of his membership have any proprietary rights, interest, benefits, title, claims whatsoever in respect of the Company, the Club, and/or any other related persons or their respective monies, properties, assets, and undertakings whatsoever either during the existence of the Club and upon its dissolution.

5 **Classes of Members**

5.1 The Club shall have the following classes of Members (together with any additional classes of Members which may be introduced by the Company from time to time) namely:-

- (A) Individual Members
- (B) Gold Members
- (C) Gold Plus Members
- (D) Founder Members
- (E) Honorary Members
- (F) Villa Individual Members
- (G) Villa Gold Members
- (H) Term Members

Members in classes (A), (D), (E) and (F) above shall be collectively known as "Individual Members" and members in classes (B), (C), and (G) above shall be collectively known as "Gold Members". The maximum number of Members of each class shall be determined from time to time by the Company. The Company reserves the right to add further categories of membership from time to time.

5.2 Individual Members - Individual Members are those individuals over the age of eighteen whose applications to become Individual Members have been accepted by the Company and have not ceased to be Members. Individual Members and their Family shall be permitted to use the Club Facilities in accordance with the Rules and Bye-Laws.

5.3 Gold Member - Gold Members are those companies, partnerships or unincorporated associations whose applications to become Gold Members have been accepted by the Company and have not ceased to be Members. Gold Members shall at the time of applying to become a Member nominate in writing for approval by the Company an individual. With the approval of the Company, such nominated individual and his Family shall be permitted to use the Club Facilities in accordance with Rules and Bye-Laws.

5.4 Founder Members - The Company may invite any individual not exceeding two hundred in number, to become Founder Members of the Club on such terms as it may consider appropriate.

5.5 Honorary Members - The Company may invite any individual to become an Honorary Member of the Club on such terms as it may consider appropriate.

- 5.6 Villa Members - are owners of the villas sold by Dongguan Asia Commercial Hwang Gang Lake Development Co. Limited ("DAC") who shall have completed the application procedures with the Company in accordance with Rule 7.1 herein within a specified period of time as determined by DAC at its absolute discretion from time to time. An owner who is an individual over the age of eighteen is known as "Villa Individual Member". An owner who is a company is known as "Villa Gold Member". A Villa Gold Member may nominate a person to exercise its membership rights. Villa memberships are non-transferable in the first five years from the sales of the villas except when transferred together with the villas. Villa Members are bound by the Rules and Bye-Laws except Villa Members are not entitled to absentee status.
- 5.7 Term Members - are those individuals over the age of eighteen (18) who are non-Hong Kong, Macau or Guangdong Province residents. Applicants shall provide documentary proof of residency to the Club as may be required. The Term Membership is valid for 12 months and is non-transferable. Only the Term Members themselves shall be entitled to use the Club Facilities subject to the Rules and Bye-Laws as amended, replaced or modified from time to time.

6 Term of Membership

Notwithstanding the other provisions of the Rule and Bye-Laws, each membership shall be valid from its respective date of membership approval as provided in Rule 7 herein, and shall expire on the 31st December 2023 save for the occurrence of any event of force majeure. Upon expiration of membership, all rights of membership shall immediately cease save that the Company shall have the discretion to grant to any Member an extension of the term of membership for a further term of not less than ten years therefrom ("Extended Term") in consideration of such extension fee as may be determined by the Company ("Extension Fee") to be paid by the Member concerned. Whether or not the Company decides to grant an Extended Term, all Membership Fees shall become non-refundable.

7 Application for Membership

- 7.1 Any person who wishes to become a Member shall :-
- (i) complete and sign an application form and such other documents as may be required by the Company; and
 - (ii) if required by the Company, be nominated and seconded by two existing Members or two persons of good standing in the People's Republic of China, Macau or Hong Kong.
- 7.2 A Gold Member may hold more than one Gold/Gold Plus Membership. If a Gold Member applies to become a holder of more than one Gold/Gold Plus Membership it shall be obliged to pay to the Company

a Membership Fee in respect of each additional Gold/Gold Plus Membership.

- 7.3 A Member shall
- (i) pay to the Company or to the account of such third party as notified or directed by the Company from time to time such membership fee as may be determined by the Company from time to time ("Membership Fee"). The Membership Fee shall not be refundable; and
 - (ii) make the first payment of the monthly dues in respect of his membership.
- 7.4 Members (including nominated individuals of a Gold Member) and their Family shall not be entitled to use any of the Club Facilities or have any of the rights or privileges of membership or the right to receive a membership card of the Club, unless and until they have complied with all conditions set out in these Rules.
- 7.5 The Company shall have the right to amend, add to or waive compliance with any of the conditions relating to membership specified in these Rules.

8 Extended Term and Extension Fee

If the Company decides to grant to any Member an Extended Term, it shall notify such Member in writing of the Extension Fee payable twelve months prior to the expiry of the term of membership .

9 Nominations by Gold Members

- 9.1 All nominations by a Gold Member pursuant to Rules 5.3 and 5.6 herein shall be made in such form as may be prescribed by the Company and shall be subject to the approval of the Company.
- 9.2 A Gold Member may apply to the Company to change the nomination of any nominated individuals previously approved by the Company provided the Company shall be satisfied that there has been no effective change in beneficial ownership of the membership of the Gold Member concerned. In the event of a change of beneficial ownership of the membership of a Gold Member, the change in nomination shall be deemed a transfer of membership, in which event Rule 13 herein shall apply.
- 9.3 A nominated individual of a Gold Member, upon his nomination being approved, shall unless and until the Company is notified by the Gold Member concerned of any change or withdrawal of his nomination be entitled to use the Club Facilities as if he was an Individual Member.

- 9.4 A nominated individual of a Gold Member shall be required by the Company, as a condition to his nomination being approved, to agree to be bound by and to comply with Rules and Bye-Laws and to undertake to pay to the Company the monthly dues.
- 9.5 If a Gold Member does not nominate an individual in the place of the one who has ceased to be a nominated individual, the Gold Member concerned shall be liable to pay all accounts which would otherwise be payable by the nominated individual.
- 9.6 The Company shall be entitled to levy such fee as it considers appropriate for the processing of any change of nominations of any individual by a Gold Member.

10. **Membership Cards**

The Company shall issue one membership card to each Founder Member, Honorary Member, Individual Member, Gold Member (nominated individuals of a Gold Member), Gold Plus Member (nominated individuals of a Gold Plus Member), Villa Individual Member, Villa Gold Member (nominated individuals of a Villa Gold Member) and Term Member. Membership card of a Gold Member shall be issued to its respective nominated individual. Family of Individual Members and of nominated individuals of Gold Members may upon application and on payment of such fee as the Company may consider appropriate be issued supplementary membership cards. No supplementary membership cards will be issued to Family of Term Members.

11. **Issue and Loss of Membership Cards**

- 11.1 No membership cards will be issued to any Member unless and until all amounts due in respect thereof have been fully paid.
- 11.2 If a membership card held by a Member is lost, stolen or defaced, the Member concerned may apply to the Company for a replacement card. The Company shall issue such replacement card upon receipt of such fee, compensation and indemnity from the Member as the Company may consider appropriate.

12. **Termination of Membership**

- 12.1 A Member shall cease to be a member of the Club:-
- (i) if he tenders a letter of resignation to the Company and such resignation is accepted by the Company;
 - (ii) if in the case of an Individual Member, he is adjudicated bankrupt or is convicted of a criminal offence by any court of competent jurisdiction;

- (iii) if in the case of a Gold Member which is a company, an effective resolution for the winding up of such company is passed or an order for the winding up of such company is made by a court of competent jurisdiction;
- (iv) if in the case of a Gold Member which is a partnership, the partnership is dissolved or any of the partners is adjudged bankrupt or is convicted of a criminal offence;
- (v) if the case of a Gold Member which is an unincorporated association, such association is dissolved or ceases to exist or operate;
- (vi) upon the expiration of the term of membership provided herein;
- (vii) if he has transferred his membership in accordance with Rule 13 herein;
- (viii) if a Member is expelled from the Club in accordance with these Rules; or
- (ix) if he fails or for any reason whatsoever is unable to observe and perform any of his obligations under any loan contract arranged through the Club to finance the purchase his Club membership or in the case of a Villa Member defaults on any mortgage repayment that results in the repossession of the villa property concerned.

12.2 On ceasing to be a Member, all rights to use the Club Facilities shall terminate and such Member and his Family shall forthwith comply with all prevailing terms and conditions as determined by the Company to effect a complete termination of his membership, including but not limited to the surrender to the Company of all membership cards and any identification which the Company has issued .

12.3 Any person who ceases to be a nominated individual of a Gold Member shall have no right to use the Club Facilities and the Gold Member concerned shall ensure that such person and his Family shall forthwith surrender to the Company all membership cards held by or issued to him or any of them.

13 Transfer of Membership

13.1 A Member except Honorary Member may after holding his Club membership for twelve (12) months from the date of purchase of such membership transfer his Club membership to any person whose application to become a Member has been accepted by the Company, provided that such transfer shall be effected in accordance with the Rules and Bye-Laws.

- 13.2 To effect a transfer of membership, the transferor shall resign as a Member of the Club and comply with all prevailing terms and conditions as determined by the Company to effect a complete termination of his membership, including but not limited to the surrender of all certificates of membership (if any) and membership cards to the Company and the intended transferee shall apply to become a Member in accordance with Rule 7 herein.
- 13.3 As a condition of approving the transfer of a Club membership, the transferor shall pay to the Company a transfer fee. The transfer fee shall be equivalent to 20% of the price at which the Club membership is being transferred or the prevailing market value of the Club membership being transferred, whichever is the higher. The transfer fee payable may be subject to review from time to time at the sole discretion of the Company.

14 Death of Members

If an Individual Member dies, his Family who have been previously issued with supplementary membership cards may continue to use the Club Facilities, provided always that all monthly dues shall continue to be paid punctually by the Family concerned until such time the personal representative of the deceased Member transfers the Club membership to the legal beneficiary of the deceased Member. In such event, the legal beneficiary may apply to become a Member in accordance with the Rules and Bye-Laws.

15 Suspension and Expulsion of Members

- 15.1 The Company reserves its right to conduct such investigation or proceedings as it may consider necessary in respect of any complaint against, misconduct by, non-payment of any sums due and payable hereunder or any other breach of the Rules and Bye-laws by any Member or any nominated individual of a Gold Member and/or their Family. In the event of any finding made against such Member or nominated individual of a Gold Member and/or their Family, the Company shall take such actions as it may consider appropriate including but not limited to the levy of fines, suspension of membership rights or expulsion of such Member or nominated individual of a Gold Member and/or their Family from the Club.
- 15.2 Upon the suspension of membership, a Member or a nominated individual of a Gold Member and their Family shall not be permitted, for the duration of the suspension, to use the Club Facilities, or exercise any other rights in respect of his membership including but not limited to the right to transfer his membership, but shall continue to be liable for any monthly dues and any sums due and payable by such Member to the Company.

16 Monthly Dues

Each Founder Member , Individual Member, Villa Individual Member and nominated individual of a Gold Member / Gold Plus Member / Villa Gold Member shall pay such monthly dues as determined by the Company from time to time applicable to his class of membership in respect of each month or part of a month during which he is a Member. Term Members have to pay a sum of twelve (12) months' dues at the time of application. Any changes to the monthly dues shall be notified to Members from time to time.

17 **Payment of Account**

- 17.1 Each Member and each nominated individual of a Gold Member shall in each month receive an account from the Company. Each account shall contain a statement of the monthly dues payable one month in advance and a statement of the amount for charges payable by such Member or nominated individual in respect of the use by him and /or his Family of the Club Facilities during the previous month. Such Member or nominated individual shall pay such account within thirty (30) days (or such other period as the Company may decide) from the date of the account failing which interest at such rate as may be determined by the Company shall be levied on all outstanding accounts.
- 17.2 Subject to the credit polices in force from time to time a Member can sign and bill all expenses incurred in the Club to his membership account up to a credit limit of 50% of the paid up Membership Fee. Any excess can be settled by cash or credit card at once.
- 17.3 If ninety (90) days have elapsed from the date of the account and a Member or nominated individual has not paid such account, the Company may suspend such Member or nominated individual and/or Gold Member from using the Club Facilities until such time as payment has been effected. If a nominated individual of a Gold Member has not paid his account after ninety (90) days from the date of such account, the relevant Gold Member shall be responsible to pay such account.
- 17.4 If payment of outstanding accounts is not effected within one hundred and twenty (120) days or above from the date of the account, the Company may expel the relevant Member or nominated individual and/or Gold Member without prejudice to any other action it may take against such Member or nominated individual and/or Gold Member with regard to such non payment.
- 17.5 Members shall be levied 13 months' dues in every calendar year. The Company is entitled to debit the accounts of Members with one extra month's due in January of each calendar year as Chinese New Year gratuity for the staff of the Company. In the case of new Member (not including nominees) this will be pro-rata.

18 **Manager**

The Company shall appoint a manager of the Club (the "Manager") who shall be responsible for the management of the Club Facilities, all financial and other matters connected therewith and the day-to-day management of the Club on behalf of the Company.

19 **Absent Members**

- 19.1 An Individual Member may apply to the Manager to be placed on the Absent Members List if he will reside outside Guangdong Province/Hong Kong/Macau for a period of not less than 6 months provided that an Individual Member shall not be placed on the Absent Members List for more than 24 months and provided further that 12 months or more have lapsed from the expiration of the period of time when the Individual Member concerned was last placed on the Absent Members List.
- 19.2 Any Individual Member desirous of being placed on the Absent Members List is required to give at least 14 days' advance notice in writing to the Manager of the date of his departure and the anticipated date of his return before he leaves the abovementioned area. In default of doing so the Individual Member concerned shall not be placed on the Absent Members List and shall continue to pay the monthly dues unless otherwise expressly approved by the Manager.
- 19.3 An Individual Member who is placed on the Absent Members List shall not be required to pay the monthly dues during such period when he is placed on the Absent Members List but shall pay such Absent Members' dues as may be determined by the Company from time to time. The Individual Member shall notify the Manager within 7 days from his return to Guangdong Province/Hong Kong/Macau. Upon receipt of the said notice from the Individual Member or upon the expiration of 24 months from the date on which the Individual Member was placed on the Absent Members List, whichever is earlier, the Manager shall displace the Individual Member from the Absent Members List whereupon the Individual Member shall resume his obligation to pay the monthly dues as from the date of his return to the above mentioned area or the date on which the 24 months' period expires as the case may be.
- 19.4 Any Individual Member who is placed on the Absent Members List but stays in the above mentioned area between the first and last days of a calendar month shall pay the monthly dues (rather than the Absent Members' dues) for that month.
- 19.5 On being placed on the Absent Members List, the Individual Member shall be required to return all membership cards and supplementary membership cards issued respectively to him and his Family (if any). For so long as the Individual Member is placed on the Absent Members List all rights and privileges pertaining to his membership

(including those bestowed on his Family by virtue of his membership) shall be suspended. No Absent Members' dues shall be refundable.

- 19.6 When an Individual Member absent from the above mentioned area returns, he shall notify the Manager within 7 days from his return and shall produce to the Manager such evidence as the Manager may require in connection with his absence. When the Manager receives such notice and obtains such proof of absence, the Manager shall remove the name of such Member from the Absent Members List and all rights and privileges pertaining to his membership (including those conferred on his Family by virtue of his membership) shall be revived.
- 19.7 Any Individual Member whose name is placed on the Absent Members List but who is not bona fide absent from the above mentioned area for at least six months shall be liable to pay the Club full monthly dues for the total period of his absence. Credit will be given to any Absent Members' dues which he may have paid to the Club.
- 19.8 All Gold Members, Villa Members and Honorary Members shall have no right to apply to be placed on the Absent Members List.
- 19.9 A Member who is on the Absent Members List who visits the Club may utilise the Club Facilities on the following conditions:-
- (i) The Member may only visit the Club 2 times during the relevant term of his absence.
 - (ii) The Member shall pay the normal daily guest fee as charged by the Company for the use of the Club Facilities.
 - (iii) If the Member wishes to play golf he may do so upon payment of a guest green fee.

20 **Guests**

Members shall be allowed to introduce guests onto the Club Premises in accordance with the Bye-Laws for the time being in force. While on the Club Premises, such guests and any guest fees payable shall be the responsibility of the introducing Member.

21 **Liability of Members, the Company and the Manager**

- 21.1 Neither the Company nor the Manager nor any person appointed by the Manager to be responsible for the day-to-day management of the Club shall be liable to any of the Members, their Family or guests and in the case of Gold Members any nominated individuals, their Family or guests, who have hereby unconditionally waived all and any rights of compensation and litigation they may have under any laws in any jurisdiction, for any personal injury, damage, loss or inconvenience whatsoever or chattels brought by any person upon the Club Premises. It is the intention of and agreed between the Company and the Members that the Members, nominated individuals, their Family and

guests as aforesaid enter and stay in the Club Premises at their own risk and the Members shall indemnify the Company, the Manager and any other appointed person as aforesaid against all claims by any Individual Member, Family or guest of any Individual Member, nominated individual of a Gold Member, Family or guest of such nominated individual.

- 21.2 Each Member shall indemnify the Company against all claims, demands, losses, damages, costs, expenses and liabilities whatsoever suffered, sustained or incurred by the Company arising from or otherwise in connection with the breach of any of the Rules and Bye-Laws or arising from or otherwise in connection with any act, omission or negligence of such Member and/or his Family and/or guests.
- 21.3 With regard to the above, a claim shall include any claim in respect of the condition of the Club Premises and of the Club Facilities, breach of any statutory or common law duty of care or negligence of the Company and/or the Manager and/or any person as aforesaid and/or any person for whose negligence the Company or the Manager or any other person as aforesaid shall or may otherwise be responsible.
- 21.4 In the event any Member (including nominated individuals of all types of Gold Memberships), his Family and/or guests cause any personal injury or death and/or damage to the property of the Club, any person and/or company while playing golf at the Club Premises, the Member concerned shall be wholly responsible for such injury or death and/or property damage. In this connection, any Member (including nominated individuals of all types of Gold Memberships), his Family and guests shall, before playing golf at the Club Premises, effect and maintain all necessary and sufficient insurance to the satisfaction of the Club (including but not limited to third party insurance) and produce and make available to the Manager valid and subsisting policy of insurance or proofing documents, failing which the Club shall have the absolute right to prohibit such persons from playing golf at the Club Premises.

22 **Bye-Laws**

The Company may from time to time make any Bye-Laws, terms and conditions concerning any of the matters referred to in these Rules or any other matters relating to the use of the Club Facilities and such Bye-Laws, terms and conditions shall be deemed to be incorporated as part of these Rules.

23 **Force Majeure**

Upon the occurrence of an event of force majeure which shall include any incidence of war, civil commotion, administrative action, government acquisition, strike, lockout, flood, drought, famine, natural disaster, or act of God, which event shall persist for a period of six consecutive months and result in the whole or any part of the Club Premises or Club Facilities being

made substantially unusable or render the use of the Club Premises or Club Facilities impossible or unlawful, the term of membership of all Members shall be deemed to have lapsed and all Members shall waive all their rights of their Club membership as provided herein.

24 **Notices**

24.1 Each Member shall register with the Company an address to which any notices, accounts or other correspondence are to be sent and shall promptly notify the Company of any changes of such registered address.

24.2 Any notice to be given to any Member may be given by sending the same by post to the Member at his address registered with the Company. Any notice to be given to the Company may be given by sending the same by post to the Company at its registered office for the time being.

24.3 Any notice given by post shall be deemed to have been served on the day following the day on which the same was posted (five days, if from one country to another country) and in proving such service it shall be sufficient to prove that the notice was properly addressed to the person to whom it is sent.

24.4 All such notices shall also be placed on the Club notice board at the Club.

25 **Disputes**

Any dispute or difference as to the interpretation or meaning of these Rules and Bye-Laws or any other matter connected with the Club shall be determined finally by the Company.

26 **Amendments of Rules and Bye-Laws**

The Company may at any time amend any part of the Rules and Bye-Laws for the time being in force. The Company shall notify Members of every such amendment and all the Members shall be bound by every such amendment.

27 **Language**

These Rules are written in both English and Chinese but in the event of any difference in meaning between the two versions the English version shall prevail.

28 **Interpretation**

In the Rules and Bye-Laws, references to the masculine gender shall include the feminine and neuter genders and words herein the singular shall include the plural and vice versa; reference to a "a person" shall include any company,

partnership or other form of association; the expression "Member" means a member of the Club.

29 **Applicable Laws**

The laws of the People's Republic of China shall apply and all Members hereby agree to submit to the non-exclusive jurisdiction of the courts of the People's Republic of China.