



ARTICLES OF ASSOCIATION
OF
YAU YAT CHUEN GARDEN CITY CLUB LIMITED
又一村花園俱樂部有限公司

Reprinted incorporating amendments by Special Resolutions passed on the following dates:

- 10th August 1989
- 26th February 1992
- 14th December 1992
- 24th May 1995
- 29th May 1997
- 8th June 1998
- 29th March 1999
- 30th October 2002
- 23rd November 2007
- 13th June 2016

Incorporated the 26th day of September, 1986.

THE COMPANIES ORDINANCE (Chapter 622)

Company Limited by Guarantee
and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

YAU YAT CHUEN GARDEN CITY CLUB LIMITED

又一村花園俱樂部有限公司

PART A

- (1) The name of the Company is “YAU YAT CHUEN GARDEN CITY CLUB LIMITED 又一村花園俱樂部有限公司”.
- (2) The registered office of the Club (as defined in Article 1 of Part B) will be situated in Hong Kong.
- (3) The objects for which the Club is established are:
 - (a) To establish, maintain and conduct a club for recreation and benefit of members of the Club, their friends, residents and estate owners of Yau Yat Chuen, and any other persons irrespective of nationality, race, religion or sex whose candidature for Club membership has been approved by the General Committee.
 - (b) To provide a club-house, recreation grounds, swimming pools, and tennis courts, and accommodation of every description for all kinds of recreation and meetings and gatherings of all descriptions, whether for sports, social, educational, commercial (subject to the Club’s lease conditions) or

otherwise, and to let upon, lease or otherwise the whole or any part of the property of the Club for any of the above purposes or otherwise.

- (c) To apply to the Government for the grant of the lease of premises at NKIL 5404, Yau Yat Chuen or such lot number as may be allocated by the competent authority and to accept special or any other conditions for private recreational lease grants as imposed by any relevant government authority.
- (d) To purchase, hire, make or provide and maintain all kinds of furniture, implements, tools, plate, glass, linen, books, papers, periodicals, stationery, cards, games and all other things which may be required or which may be conveniently used in connection with the club-house, grounds and other premises of the Club, by persons frequenting the same whether members of the Club or not.
- (e) To purchase, take on lease, or in exchange, or otherwise acquire, any lands, buildings, easements, rights of common or property, real or personal, which may be requisite for the purposes of, or conveniently used in connection with the objects of the Club, and to sell, demise, mortgage, give in exchange, or dispose of, the same or any part thereof.
- (f) To offer, give or contribute towards sponsorships, prizes, medals and awards, and to promote, give or support concerts, theatrical and cinematographic entertainments, schools and any other entertainment or form of sports, educational, cultural or social advancement which may be thought convenient or necessary.
- (g) To establish, promote, or assist in establishing or promoting, and to subscribe or to become a member of any other association or club whose objects are similar, or in part similar, to the objects of the Club or the establishment or promotion of which may be beneficial to this Club, provided that no subscription be paid to any such other association or club out of the funds of this Club, except bona fide in furtherance of the objects of this Club or for any charitable object.
- (h) To invest and deal with the moneys of the Club, not immediately required upon such securities and in such manner as may from time to time be determined.

- (i) To borrow or raise, and give security for money by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, and other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.
- (j) To grant pensions, allowances, gratuities and bonuses to employees and/or ex-employees of the Club and to procure the establishment and maintenance of, or to participate in, or to contribute to, any non-contributory or contributory pension scheme or provident fund or superannuation scheme for the benefit of such employees and/or ex-employees and/or their dependants.
- (k) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that:

- (i) In case the Club shall take or hold any property which may be subject to any trusts, the Club will only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
 - (ii) The objects of the Club shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (4) The liability of the members is limited.
- (5) The income and property of the Club howsoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in these Articles and save as hereinafter provided, no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit or otherwise to Members. Further, no member of the General Committee shall be appointed to any salaried office of the Club, or shall receive remuneration or any benefits in money or money's worth for his office as a member of the General Committee. The requirements aforesaid do not prevent the payment by the Club:

- (a) in good faith of reasonable and proper remuneration to any employee of the Club or to any Member in return for any services actually rendered to the Club, or the entering into of any transaction, arrangement or contract at an arms length and good faith basis with any company in which a Member may have an interest subject to (to the extent applicable) the compliance of Article 50;
 - (b) of reimbursement to a Member for out-of-pocket expenses properly incurred by him for the Club;
 - (c) of interest on money lent by a Member to the Club at a reasonable and proper rate which must not exceed 2% per annum above the prime rate prescribed for the time being by The Hong Kong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (d) of rent to a Member for premises let by him to the Club, provided that the amount of the rent and the other terms of the lease must be reasonable and proper, and such Member must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
 - (e) of remuneration or other benefit in money or money's worth to a body corporate in which a Member 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.
- (6) Every Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before he ceases to be a Member and 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 HK\$100.
- (7) No addition, alteration, or amendment shall be made to or in these Articles for the time being in force, unless the same shall have been previously submitted to and approved in writing by the Director of Lands, the Registrar of Companies (or

is made under a direction given under section 104(2)(b) or 105 of the Companies Ordinance) and/or any other applicable government authority, where applicable.

- (8) If upon the winding-up or dissolution of the Club 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, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Club, 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 Club under or by virtue of Article (5), such institution or institutions to be determined by the Members at or before the time of dissolution and in default thereof by a Judge of the High Court of the 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 object.
- (9) The Club shall not form a subsidiary or hold a controlling interest in another body corporate, unless the formation of such a subsidiary or the holding of such a controlling interest has previously been approved by the Registrar of Companies in writing.

PART B

1. In these Articles, unless there is something in the subject or context inconsistent therewith:

“Annual General Meeting” means the yearly General Meeting of the Voting Members referred to in Article 66.

“Articles” means these Articles of Association of the Club.

“Bye-laws” means the bye-laws of the Club for the time being in force or made by the General Committee pursuant to these Articles.

“Chairman” means the chairman of the General Committee for the time being.

“Club” means the Company registered as the Yau Yat Chuen Garden City Club Limited 又一村花園俱樂部有限公司.

“Companies Ordinance” means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, including its subsidiary legislations.

“Debenture” means the Membership debenture of the Club as described in Article 30.

“Founder Member” shall mean the persons described in Article 6.

“General Committee” means the general committee (including the First General Committee referred to in these Articles) of the Club for the time being, and a member of the General Committee for the time being shall be deemed to be a “director” of the Club for the purposes of the Companies Ordinance.

“General Meeting” means a General Meeting of the Voting Members summoned or convened under these Articles whether an Annual General Meeting or otherwise.

“In writing” means written, type-written or printed or any combination thereof.

“Member” means a Member of the Club and includes Founder Members, Honorary Members, Ordinary Members, Senior Members, Dining Members, Spouse Members, Sports Members, Absent Members, and Company Members, but does not include visitors, and “Membership” shall be construed accordingly.

“Month” means a calendar month.

“Office” means the registered office for the time being of the Club.

“Seal” means the common seal of the Club.

“Secretary” or “Honorary Secretary” means the secretary or secretaries of the Club for the time being.

“Treasurer” or “Honorary Treasurer” means the treasurer or treasurers or the honorary treasurer or treasurers of the Club for the time being.

“Voting Members” shall mean Founder Members, Ordinary Members, Senior Members, and Company Members.

Words importing the singular number include the plural number and vice versa, and words importing the masculine gender include where the context admits the feminine and the neutral gender.

These Articles and Bye-laws shall together form the Rules of the Club.

Other words or expressions used in these Articles have the same meaning as in the Companies Ordinance as in force on the date these Articles become binding on the Club.

2. For the purposes of registration the number of Voting Members of the Club is declared to be 1,500 but the General Committee may when they think fit increase the number thereof and may also restrict the number of any class or classes of Membership.
3. The Club is established for the objects and purposes expressed in these Articles.
4. The regulations in Schedule 3 to the Companies (Model) Notice, Chapter 622H of the Laws of Hong Kong do not apply to the Club.

MEMBERSHIP

5. Membership in the Club shall be classified as Founder Members, Honorary Members, Senior Members, Dining Members, Ordinary Members, Spouse Members, Sports Members, Absent Members, and Company Members. Subject to Article 2, the number for each class of Membership shall be decided by the General Committee from time to time.

FOUNDER MEMBER

6. (a) The Founder Members of the Club shall be:
 - (i) The persons who at the date of incorporation of the Club were members of the Company incorporated under the Companies Ordinance and known as the Organizing Committee of the Yau Yat Chuen Garden City Club Limited 又一村花園俱樂部有限公司

provided that such persons shall have agreed to subscribe for 50 units of Debentures at par value and shall have paid up the said Membership Debentures within the time specified in the terms of issue of the said Membership Debenture. The members of the Organizing Committee of the Club shall be:

Mr. Tai Tung Ngok	(戴東嶽先生)
The Hon. Stephen K.C. Cheong, O.B.E., J.P.	(張鑑泉議員)
Mr. Chan Sui Kau, J.P.	(陳瑞球先生)
Mr. Kenneth Fang Hung, J.P.	(方鏗先生)

- (ii) The persons who acquired a Founder Membership under and by virtue of Article 6(c), 6(e) or 6(f).
- (b) Subject to Article 6(g), a Founder Member may sign and deposit with the General Committee a letter of nomination, in such form and at such administrative fee as the General Committee shall from time to time determine, to indicate and nominate in such letter of nomination a maximum of 5 nominees in an order of priority who are the spouse, children or grandchildren of the Founder Member, as the persons whom the Founder Member recommends or proposes to the General Committee to offer a Founder Membership under Article 6(c) upon the death of the Founder Member. The Founder Member shall, upon request of the General Committee, submit proof of the family relation of such nominee or nominees with the Founder Member to the satisfaction of the General Committee, failing which the General Committee may reject deposit of such letter of nomination.
- (c) Subject to Article 6(g), the General Committee may in its absolute discretion, within a period of one month upon receipt of written notice of the death of a Founder Member who still holds the Founder Membership immediately prior to his death, from his personal representative or intended personal representative or any person nominated in his letter of nomination duly deposited at and not rejected by the General Committee under Article 6(b), elect to make a written offer of Founder Membership to the first surviving nominee (who is not less than 21 years of age at the date of death of the deceased Founder Member) named in the order of priority in the letter of nomination deposited by that deceased Founder Member at and not rejected by the General Committee aforesaid, at the last known address

of the nominee. The said nominee receiving such written offer shall, if he agrees to accept the Founder Membership so offered, give written notice of such acceptance to the General Committee within one month from the date of the written offer and complete all requisite admission procedures applicable to Founder Member then currently in force. Subject to Article 6(f), where no written notice of death of the Founder Member is received by the General Committee within a period of 6 months from the date of death of the deceased Founder Member, the General Committee shall not make any such written offer under this Article 6(c).

- (d) A Founder Member may, with the consent of the General Committee, convert his Founder Membership into an Ordinary Membership. Upon receipt of such application by a Founder Member and with the consent of the General Committee, the General Committee shall cancel the Founder Membership and the said former Founder Member shall accordingly be admitted as an Ordinary Member, who shall then have the same rights and liabilities as an Ordinary Member but shall cease to have any rights of a Founder Member.
- (e) Subject to Article 6(g), a Founder Member wishing to resign from his Founder Membership may, with the consent of the General Committee, transfer his Founder Membership to his spouse, child or grandchild who is not less than 21 years of age at the time of application for transfer upon such terms and conditions (including the payment of a fee) as the General Committee may from time to time determine. For such purpose, the General Committee may request the applying Founder Member to submit proof of the family relation of the intended transferee with the applying Founder Member to the satisfaction of the General Committee before the General Committee decides on his application for consent.
- (f) Subject to Article 6(g), where a deceased Founder Member has not deposited a letter of nomination under Article 6(b), or where no written offer is made by the General Committee under Article 6(c), the General Committee may in its absolute discretion, upon the death of a Founder Member, accept application within 8 years from such death by a surviving spouse or child (not less than 21 years of age at the time of the application) of the deceased Founder Member for one new Founder Membership, on

such terms and conditions (including payment of a fee) as the General Committee shall in its absolute discretion think fit. The applicant shall provide documentary evidence to the satisfaction of the General Committee of the family relationship with the deceased Founder Member. Priority shall be given to the surviving spouse of the deceased Founder Member over his children. Where the applicant is applying as a child of the deceased Founder Member, he shall provide documentary evidence to the satisfaction that the deceased Founder Member has no surviving spouse or the surviving spouse consents to his application, and that all other children (not less than 21 years of age at the time of the application) of the deceased Founder Member consent to his application. All new Founder Membership granted by the General Committee under this Article 6(f) shall automatically cease and determine if it is subsequently discovered by the General Committee that the necessary consents by all other spouse and children of the deceased Founder Member have in fact not been obtained and in this regard the General Committee's opinion that not all such necessary consents have been obtained shall be final and conclusive. This Article 6(f) shall apply in respect of death of a Founder Member occurring both before or after the operation hereof.

- (g) Notwithstanding the aforesaid, a Founder Member, who acquired his Founder Membership under and by virtue of Article 6(c), 6(e) or 6(f) shall not be entitled to deposit any letter of nomination under Article 6(b) or transfer his Founder Membership under Article 6(e), nor shall his surviving spouse or children be entitled to apply for Founder Membership under Article 6(f), provided that this Article 6(g) shall not disentitle the right of the surviving spouse or children of the deceased Founder Member to apply for Ordinary Membership under Article 10.
- (h) The voting rights of Founder Members shall be as set out in Article 77(b).

ORDINARY MEMBER

- 7. An Ordinary Member shall mean a person whose candidature for Ordinary Membership has been approved by the General Committee pursuant to these Articles.

8. An Ordinary Member wishing to resign from Membership of the Club may, with the consent of the General Committee, transfer his Membership to another person approved by the General Committee in its absolute discretion upon such terms and conditions (including the payment of a fee) as the General Committee may from time to time determine in its absolute discretion.
9. All Ordinary Members who have personally joined the Club as former Founder Member and/or Ordinary Member for 15 years in aggregate (periods of Absent Membership excluded) shall become Senior Members of the Club. The voting rights of Senior Members shall be as set out in Article 77(b). Save as the variation of voting rights as aforesaid, a Senior Member enjoys the same rights as an Ordinary Member.
10. The General Committee may in its absolute discretion, upon the death of an Ordinary Member or a Founder Member who acquired his Founder Membership under and by virtue of Article 6(c), 6(e) or 6(f), accept application within 8 years from such death by a surviving spouse or child (not less than 21 years of age at the time of application) of the deceased Founder or Ordinary Member for one new Ordinary Membership, on such terms and conditions (including payment of a fee) as the General Committee shall in its absolute discretion think fit provided that no application shall be entertained if the surviving spouse of such deceased Member shall have applied for and acquired a Spouse Membership under Article 11 by virtue of the same death of Member. The applicant shall provide documentary evidence to the satisfaction of the General Committee of the family relationship with the deceased Founder or Ordinary Member. Priority shall be given to the surviving spouse of the deceased Founder or Ordinary Member over his children. Where the applicant is applying as a child of the deceased Founder or Ordinary Member, he shall provide documentary evidence to the satisfaction that the deceased Founder or Ordinary Member has no surviving spouse or the surviving spouse consents to his application, and that all other children (not less than 21 years of age at the time of the application) of the deceased Founder or Ordinary Member consent to his application. All new Ordinary Membership granted by the General Committee under this Article 10 shall automatically cease and determine if it is subsequently discovered by the General Committee that the necessary consents by all other spouse and children of the deceased Founder or Ordinary Member have in fact not been obtained, and in this regard, the General Committee's opinion that not all such necessary consents have been obtained shall be final and conclusive. This Article 10 shall apply in respect of death of a Founder or Ordinary Member occurring both before or after the operation hereof.

SPOUSE MEMBER

11. The General Committee may, in its absolute discretion, upon the death of an Ordinary Member, accept application within 8 years from such death by the surviving spouse of that deceased Ordinary Member for a Spouse Membership, on such terms and conditions (including but not necessarily payment of a fee) as the General Committee shall in its absolute discretion think fit, provided that no such application shall be entertained if an Ordinary Membership shall have been applied for and granted under Article 10 by virtue of the same death of Member. The applicant shall provide documentary evidence to the satisfaction of the General Committee of the applicant's marital relationship with the deceased Ordinary Member. This Article 11 shall apply in respect of death of an Ordinary Member occurring both before or after the operation hereof.

COMPANY MEMBER

12. A Company Member shall mean a company, corporation or firm whose candidature for Company Membership has been approved by the General Committee pursuant to these Articles.
13.
 - (a) A company, corporation or firm, whether incorporated or established in Hong Kong or elsewhere shall be eligible for admission and election in its corporate or firm name and they shall be known as Company Members.
 - (b) Company Members shall have the right to nominate at any time 2 directors, partners, officers or permanent employees of the Company Member approved by the General Committee in its absolute discretion to use the facilities of the Club subject to such regulations and Bye-laws as shall be made by the General Committee as well as these Articles and upon payment of such fees as the General Committee may from time to time determine in its absolute discretion, provided that the General Committee shall have the right in its absolute discretion to disallow any such nominee from enjoying the facilities of the Club as they think fit without giving or assigning any reason thereof. The General Committee may, upon the application by a Company Member in writing, in the absolute discretion of the General Committee, approve or allow the Company Member to nominate a third

nominee, being a director, partner, officer or permanent employee of the Company Member, to use the facilities of the Club subject to such regulations and Bye-laws as shall be made by the General Committee as well as these Articles and upon payment of such fees as the General Committee may from time to time determine in its absolute discretion.

- (c) The names of such nominees as aforesaid shall be entered in a list to be designated as “the Company Members’ List”.
- (d) The nominees of a Company Member with the consent of the General Committee may be changed from time to time upon such terms and conditions (including the payment of a fee) as the General Committee may determine in its absolute discretion.
- (e) A Company Member shall be liable for all amounts, which may be due from their nominees to the Club.
- (f) Notwithstanding anything in Article 22, a Company Member wishing to resign from membership of the Club may, with the consent of the General Committee, transfer its membership to another company, corporation or firm approved by the General Committee in its absolute discretion upon such terms and conditions (including the payment of a fee) as the General Committee may determine from time to time in its absolute discretion.
- (g) When the holder of a Company Membership changes its company, corporate or firm name, the holder should notify the General Committee of the change in writing within 14 days of the change and pay an administrative fee of such amount as the General Committee shall determine in its absolute discretion from time to time.
- (h) In the event there shall be a change of control in the holder of a Company Membership, the holder of the Company Membership shall at least 14 days prior to the change, notify the General Committee in writing, and with the discretionary approval of the General Committee, such change of control may take place, subject to compliance with such terms and conditions (including the payment of a fee) as the General Committee may determine

in its absolute discretion. For the purpose of this Article 13(h), a “change of control” shall, in respect of a company limited by shares, mean a change in more than 50% of the beneficial ownership of any of its issued share capital; and in respect of any other firm or business, mean a change in more than 50% of the beneficial ownership of any interest in such firm or business.

SPORTS MEMBER

14. Any person who, in the opinion of the General Committee, will benefit the Club by representing the Club in connection with any athletic sport shall be eligible for admission as a Sports Member. Application for admission shall be made in writing signed by the applicant and shall be in a form and under such terms and conditions as the General Committee may in its absolute discretion prescribe from time to time. The General Committee shall have the power of approving any applicant in its absolute discretion. Sports Members shall not have any right to receive notice of any General Meeting or any voting right in any General Meeting.

DINING MEMBER

15. The General Committee may also admit educational institutes or organizations (whether incorporated or not), or statutory/quasi-government/public bodies or organizations as Dining Members of the Club. A Dining Member may, subject to the approval of the General Committee in its absolute discretion, nominate staff members of up to such number as the General Committee may in its absolute discretion determine from time to time to use the food and beverage facilities of the Club during such period or periods of time as shall be designated by the General Committee from time to time. The General Committee shall have the absolute discretion in designating such food and beverage facilities for such purpose. Dining Members shall not have any right to receive notice of any General Meeting or any voting right in any General Meeting. Dining Members are not required to pay any admission fee but shall be liable to pay a monthly fee at such rate as the General Committee may in its absolute discretion determine from time to time.

HONORARY MEMBERS, HONORARY CHAIRMAN AND HONORARY ADVISOR

16. The General Committee shall have power at its discretion to invite any person or persons to become Honorary Members of the Club, who are, in the opinion of the General Committee, worthy of such distinction by reason of his or their position, status, academic or cultural achievements, dignity, sporting, literary, artistic or scientific attainments, or other suitable qualifications, or who have rendered significant services to the Club. All persons so invited shall be accorded the use of the Club houses and all the privileges of Ordinary Members save that they shall not be entitled to receive notice of any General Meeting nor to vote in any such meeting and they shall not be entitled to such rights which Ordinary Members enjoy under Articles 8, 9, and 10. They shall pay no admission fee and subscription and shall have no voice in the management of the affairs of the Club. The General Committee shall have power to withdraw, revoke, cancel or suspend any such Honorary Membership and the privileges thereof if they shall in the interest of the Club think fit to do so.
17. The General Committee shall have power at its discretion to confer the title of “Honorary Chairman” upon any Member who has in the past acted as Chairman, and such Member shall continue to enjoy the rights and privileges of his own Membership.
18. Without prejudice to the foregoing Article 17, the General Committee shall also have the power at its discretion to confer the title of “Honorary Advisor” to any Member who has in the past acted as Chairman or Vice-chairman of the General Committee, and such Member shall continue to enjoy the rights and privileges of his own Membership.

ABSENT MEMBERS

19. Any Member who intends to leave Hong Kong may become an Absent Member subject to the Bye-laws. The rights and privileges attached to the Membership of any Member, and the spouse and children of any Member, who is placed on the Absent Members’ list shall be suspended throughout the period during which such Member is placed on such list.

MEMBERSHIP GENERALLY

20. (a) All persons of not less than 21 years of age shall be eligible for admission and election as Members. The General Committee shall have the right at any time before election to refuse or reject any application for Membership without giving any reason therefor.
- (b) The spouse, and children under 21 years of age, of any Member (including spouses and children of nominees of Company Members) may in the absolute discretion of the General Committee be admitted to the use of the Club on such terms as the General Committee may from time to time determine, but they shall not be regarded as Members. All expenses incurred by any such spouse or children shall be chargeable to the account of the Member concerned.
- (c) The General Committee may in its absolute discretion determine any reciprocal arrangements for the access and use of the Club and other Club facilities by members of clubs, associations and/or other organizations with which the Club has entered into a reciprocal arrangement, and for the access and use of the premises and facilities of clubs, associations and/or organizations with which the Club has entered into a reciprocal arrangement by Members as the General Committee shall determine as appropriate.
- (d) The Club implements a non-discrimination policy and is committed to providing equal opportunities in employment, membership, operations and Club activities. Eligibility for membership of the Club is not predicated upon one's disability, race, sex, family status, marital status, pregnancy or any other characteristic. Admission and election to membership shall be regardless of one's disability, race, sex, family status, marital status, pregnancy or any other characteristic, provided that the candidate reaches an eligible age.
- (e) Membership is terminated if the Member dies, or if it is a company, corporation or firm, ceases to exist, or as otherwise provided in these Articles, and any family members or nominees attached to the said Member's Membership shall accordingly forthwith cease to have any rights and privileges in the Club except otherwise specifically provided in these Articles.

21. Any Member may resign his membership of the Club by giving notice in writing in accordance with the Bye-laws.
22. Save as provided by these Articles, the rights and privileges of a Member shall be personal to himself and such rights and privileges shall not be transferable by his own act or by operation of law, and shall cease upon his death, or upon his ceasing from any cause to be a Member under the provisions of these Articles.

ADMISSION OF MEMBERS

23. Save as otherwise provided in these Articles, admission of Members to the Club shall be determined by election among the members of the General Committee on a ballot. Candidates for admission must be proposed **BY A MEMBER AND SECONDED BY A GENERAL COMMITTEE MEMBER** and must be made in writing signed by the candidate and by his proposer and seconder and addressed to the General Committee and shall be in such form as the General Committee may prescribe from time to time. The admission and election of candidates shall be in the hands of the General Committee and every candidate shall at the time of submission of his application for membership to the Club or at such time thereafter as shall be determined by the General Committee from time to time forward to the General Committee and/or the Membership Sub-Committee in writing particulars as to his position, standing, character and such other information as shall be required by the General Committee and/or the Membership Sub-Committee. If required by the General Committee and/or the Membership Sub-Committee candidates for membership accompanied by his proposer and/or seconder shall prior to election meet members of the General Committee and/or the Membership Sub-Committee at such time and in such place as shall be determined by the General Committee and/or the Membership Sub-Committee from time to time.
24. The name, address and occupation of each candidate for admission as a Member as well as the names of his proposer and seconder shall be exhibited on the main public notice board in the Club's premises until such time as the application for membership is considered by the General Committee and shall also be entered in a book kept for that purpose. No candidate shall make use of the course or grounds or other privileges of the Club before his election as a Member of the Club without the permission in writing of the General Committee which

permission may at any time without prior notice be revoked. The method of balloting shall be decided by the General Committee and the decision of the General Committee as to whether any candidate has been duly elected or not shall be final. Two adverse votes shall exclude; and not less than six members of the General Committee shall constitute a ballot. The number of votes shall not be disclosed; nor any explanation given of the failure of the candidate. In the event of a ballot being void by reason of less than six members of the General Committee having balloted affirmatively within the period which the ballot shall be open the Chairman may direct that the ballot shall remain open for a further period of six days immediately succeeding the original period of the ballot. Should five members not have recorded their votes affirmatively within the extended period the candidate shall be deemed not to have been elected. Members of the General Committee shall not be allowed to ballot or vote by proxy provided that in the event of any member of the General Committee being temporarily absent from Hong Kong the Chairman shall have power to ballot or vote on behalf of such absent member but only in accordance with his express written instructions.

25. On the approval of candidature the fact shall be notified to the applicant in writing and a debit note for the entrance fee and the current month's subscription shall be forwarded to him. If at any time after the election of a candidate, a majority of the General Committee, shall be of the opinion that he has been elected under any misrepresentation or if any material information as to his antecedents or character has been withheld they shall, after inquiry and notice to the person so elected in all respects in accordance with Article 32 hereof, have power to delete his name from the List of Members and he shall there upon cease to be a Member. No candidate proposed and not elected, shall be proposed again until the expiry of one year from date of notice of non-election, nor shall he make use of the Club house until duly elected. Notice shall be given in writing to the proposer and seconder of any candidate who has failed to gain admission to the Club.
26. If a candidate fails to take up and pay for the requisite number of units of Debenture(s) in accordance with Article 30 within one month after the date on which a request for payment thereof is sent to him, his application for Membership will be considered to have lapsed automatically.

SUBSCRIPTIONS AND FEES

27. Members shall pay such amount of admission fee and subscriptions as shall from time to time be approved by the General Committee.
28. Any Member:
- (a) ceasing to be a Member under these Articles shall forfeit all right to and claim upon the Club or its property or its funds or any return of fees or subscriptions paid and shall remain liable for all moneys, outstanding fees or charges due at the date of cessation; or
 - (b) who is suspended under these Articles shall remain liable for the subscription fees due during the period in which he is suspended;

and in each case, all outstanding amounts (together with interest, if applicable) due by such Member to the Club shall be immediately due and payable to the Club by the Member.

COMMUNICATIONS TO MEMBERS

29. Notices, circulars, correspondences and letters sent by the Club under these Articles may be given in person to the Member, sent by ordinary post addressed to any Member at his last known or registered address (and the same shall be deemed to have been properly sent to and received by such person on the second business day after the day on which a pre-paid envelope containing the same is put into post) or where there is a letter box at that address, by inserting such notice into the letter box as an alternative to sending it by ordinary post. Notices, circulars, correspondences and letters may in addition, or in alternative, to the above, also be sent by any electronic means, including without limitation, by e-mail, in a manner consistent with applicable statutory requirements.

DEBENTURES

30. (a) The Club may issue Membership Debentures in units of HK\$5,000.00 each and the Debentures shall be issued upon such terms and conditions as the General Committee may think fit.

- (b) Subject as hereinafter provided, no Member shall be entitled to transfer or assign bequeath by will any Debenture held by him to any person, company, corporation, firm or otherwise and the Club shall not, except for the purpose of accepting the surrender of the Debentures, recognise any person, company, corporation, firm or otherwise who may be entitled to the same on the intestacy of a deceased Member.
- (c) All Debentures issued by the Club may be redeemed by the Club upon the terms and conditions contained in Article 31.
- (d) Membership Debentures shall only be issued pursuant to a resolution of the General Committee and may be signed by any 2 members of the General Committee authorised by the said resolution without requiring the Seal of the Committee to be affixed thereto.
- (e) Where a Member transfers his or its Membership to another person, company, corporation or firm, and such transferor, is the holder of Debenture(s), such Debenture(s) shall also be transferred to the transferee of the Membership at the same time upon such terms and conditions (including payment of a fee) as the General Committee may determine, subject nevertheless to the right of the Club to redeem such Debenture(s) in accordance with the terms thereof.

SURRENDER OF DEBENTURES

- 31. (a) A Debenture holder or the personal representatives or successors of a deceased Debenture holder (in these Articles referred to as “the Debenture holder”) may surrender his Debenture(s) to the Club prior to the date of redemption upon the terms and conditions set out hereinafter.
- (b) When a Debenture holder desires to exercise the aforesaid right of surrender, the following provisions shall apply:-
 - (i) The Debenture holder shall give to the General Committee a written notice of his desire to surrender the Debenture(s) together with the Debenture(s) desired to be surrendered and a written authorisation to the General Committee in the prescribed form to surrender the Debenture(s) to the Club on his behalf.

- (ii) Upon receipt of such notification by the General Committee, the Club shall within 60 days pay to the holder the full principal secured by the Debenture(s) surrendered.
 - (iii) Provided always that it shall be competent but not obligatory for the General Committee on behalf of the Club to accept surrenders of Debenture(s) by holders thereof and to pay out of the funds of the Club for such surrender the principal in full without first seeking to obtain a reissue of the Debenture(s) surrendered.
- (c) Nothing contained in these Articles shall impose a legal obligation on the part of the Club to redeem its Debentures at a date earlier than the date of redemption stipulated in the Debentures save in strict accordance with the provisions of this Article 31.
- (d) The Debenture(s) held by a Founder Member who becomes deceased may, with the written consent of the General Committee and upon such terms and conditions as the General Committee may impose, be transferred or assigned from the deceased Founder Member to his personal representative or to the Founder Member who acquired his Founder Membership under Article 6(c) by reason of the death of that deceased Founder Member, as the case may be.

DISCIPLINE AND/OR EXPULSION OF MEMBERS

32. (a) The General Committee shall have the power at its own discretion to initiate an investigation on its own volition against any Member, the spouse, children or the guests of any Member for the purpose of considering whether such persons may be guilty of or have committed any conduct, behaviour or any act which may be in the opinion of the General Committee be detrimental to the interests of the Club and considering whether and what appropriate action, if any, shall be taken having considered all the circumstances. The General Committee shall also have the absolute power and discretion to determine what appropriate action to take (if any) in the event any Member, the spouse, children or the guests of any Member violates these Articles or persistently violates the Bye-laws of the Club to the extent that they are applicable to them. Actions taken under this Article 32(a) may include but not limited to notice in writing to the

Member concerned to request the Member to tender his resignation as a Member or such Member may be expelled from the Club and shall cease to be a Member thereof or may be reprimanded or suspended from Membership for such period as the General Committee shall at its sole discretion see fit.

- (b) When any Member has been accused of any of the aforesaid matters, the General Committee shall investigate into the complaint by convening a meeting of the General Committee of which not less than 7 days' notice shall be given to the Member concerned informing him of the complaint against him, or of the intention of the General Committee to hold such meeting to inquire into the complaint and of his right to be present at such meeting and to adduce evidence and address the General Committee in his own defence.
- (c) If a simple majority of all the members of the General Committee holding office at the date of such meeting and present thereat find that the complaint has been proved, the General Committee shall have power by resolution:
 - (i) to expel such Members from the Club (upon which such Member shall cease to be a Member thereof); or
 - (ii) to suspend such Member for such period as they deem fit; or
 - (iii) to reprimand such Member; or
 - (iv) to take such other action as the General Committee deems fit.

The name of any Member expelled under this Article 32(c) shall be deleted from the List of Members and with effect from such deletion he shall cease to be a Member.

- (d) Written notice of any decision of the General Committee shall be sent to the Member concerned.
- (e) In the event a Member has resigned or has been expelled or suspended from Membership under this Article 32 or otherwise, such Member shall with effect from such resignation, expulsion or suspension cease to be entitled all the rights and privileges as a Member (and his spouse, children and/or guests, if any, shall accordingly also cease to be entitled to the rights and

privileges attached to the Member's Membership), provided that in case of a Member who has been suspended from Membership, the Member shall be eligible to have the rights and privileges of his Membership restored upon expiration of the period of suspension subject to approval by the General Committee, and further provided that in case of a Member who has been expelled from Membership, the General Committee may in its absolute discretion, on the written application of such Member, after enquiry, restore his name to the List of Members and thereafter he shall resume all the rights and privileges of Membership.

- (f) In the event a Member has been reprimanded or is subject to any other disciplinary action under this Article 32 or otherwise, the General Committee may in its absolute discretion determine whether any of the rights and privileges of such Member, and if any, his spouse, children and/or guests shall be suspended for such period of time as the General Committee thinks fit.
33. (a) Any member who becomes bankrupt, or compounds with his creditors relating to bankruptcy or being a limited company goes into liquidation voluntarily or otherwise or who shall be convicted of a criminal offence, or shall be dismissed from the public service with disgrace, shall forthwith notify and provide details of the same in writing to the General Committee, upon which his Membership shall be deemed automatically suspended (and the rights and privileges of his nominees, family, guests or visitors in the Club shall accordingly also be suspended). The General Committee may, in its absolute discretion, decide what appropriate action, if any, shall be taken having considered all the circumstances, including without limitation, expulsion from Membership.
- (b) The General Committee shall also have the power to suspend the Membership of a Member, request for explanation in writing, and in its absolute discretion take whatever action it deems appropriate (including, without limitation, expulsion from Membership) in the event it comes to the knowledge of the General Committee that a Member has become subject to any of the events described in Article 33(a) and has failed to notify and provide details to the General Committee as required by such Article 33(a).

- (c) The provisions of this Article 33 shall not apply to a limited company in voluntary liquidation where the liquidation is merely for the purpose of reconstruction or amalgamation and in such cases both the Membership and the Debenture(s) of the company liquidated may be assigned to the successor of the company liquidated.
34. Subject to Article 28, where a Member is expelled or invited by the General Committee to resign or otherwise ceases to be a Member under these Articles, the Club may redeem his Debenture(s) on the same terms and conditions mutatis mutandis and for the same consideration as is provided in Article 31.
35. The General Committee may in all cases reconsider their own determination upon being requested so to do by notice in writing signed by any 10 Members of the Club.

GENERAL COMMITTEE AND SUB-COMMITTEES

36. The management of the affairs of the Club and its funds and the property belonging to the Club or under its control shall be vested in the General Committee for the time being who shall have the power to pay all expenses including legal and professional fees incurred for the formation and registration of the Club and to appoint and remove such secretaries, treasurers, clerks and other officials as they may deem necessary for carrying on the activities of the Club, with power to delegate any of their functions to the General Manager or any Sub-Committee. The appointment of such persons as are hereinbefore mentioned shall be upon such terms and conditions as the General Committee or the General Manager or the relevant Sub-Committee under the authority of the General Committee shall in their absolute discretion deem fit.
37. (a) Until otherwise determined by the Club in General Meeting, the number of members of the General Committee shall not be less than 15 or more than 20.
- (b) Only Founder Members, Senior Members and Ordinary Members who satisfy such eligibility criteria as may from time to time be specified in the Bye-laws shall be eligible to be members of the General Committee.

38. The following persons shall be members of the First General Committee, namely:
- | | |
|---|---------|
| Mr. Tai Tung Ngok | (戴東嶽先生) |
| Mr. Chan Sui Kau, J.P. | (陳瑞球先生) |
| Mr. Fang Shao Chow | (方肇周先生) |
| Mr. Kenneth Fang Hung, J.P. | (方鏗先生) |
| Mr. Hon. Stephen K. C. Cheong, O.B.E., J.P. | (張鑑泉議員) |
| Mr. Jeffrey T. C. Li | (李作權先生) |
| Mr. Chiu Cho Kon | (招祖幹先生) |
| Madam Kwok Hau Ping | (郭后平女士) |
| Mr. Lee Shu Kuen | (李樹坤先生) |
| Mr. Cheng Ka On | (鄭家安先生) |
| Mr. Tai Shiu Ting | (戴紹丁先生) |
| Mr. Chan Wing Sun | (陳永樂先生) |
| Mr. Yu Kwok Chun | (余國春先生) |
| Mr. Cheung Wai | (張偉先生) |
| Mr. Choi Hin To | (蔡衍濤先生) |
39. Members of the General Committee shall be elected at an Annual General Meeting. Nominations for election of members of the General Committee shall:
- (a) be submitted in writing to the General Manager or his office by the proposer at least one month prior to the holding of the Annual General Meeting at which the candidate seeks to be elected; and
 - (b) be signed by the proposer, and include a statement, over the signature of the proposed candidate of his willingness to accept office if elected.
40. Each individual to be elected on the General Committee shall be voted on individually and each individual's election shall be deemed to be a separate and independent resolution. The individuals who receive the most votes pursuant to Article 77(b) shall be declared elected. The members of the General Committee duly elected shall thereafter, amongst themselves, elect one of their number to be the Chairman. In the event of an equality of votes by the members of the General Committee on the election of the Chairman, the Chairman shall be elected by the Members in a General Meeting.
41. Subject to Article 42(c), the Chairman shall hold office for a term of one year from the date of his election as Chairman to the end of the next Annual General Meeting. Any Chairman shall be eligible for re-election provided that he is still a member of the General Committee.

42. (a) Members of the General Committee shall hold office for a term of two years commencing from the end of the Annual General Meeting at which they were elected to the end of the Annual General Meeting following the next Annual General Meeting (i.e. the third Annual General Meeting). For the purposes of better continuity, the number of seats of the General Committee may be equally divided (or if the number of seats cannot be equally divided, then the nearest whole number to one-half) into two groups, namely group A and group B, which shall be elected, and shall retire, in alternate Annual General Meetings. At each Annual General Meeting, members of the General Committee of the incumbent group whose term is due to expire shall retire and an election shall be conducted for such seats. A retiring member of the General Committee shall be eligible for re-election.
- (b) Any vacancies occurring during the period of office of members of such General Committee by reason of death, resignation or any other reason may at the discretion of the General Committee be filled by the General Committee by electing a replacement from amongst, Founder Members, Senior Members and Ordinary Members, but the person chosen shall be subject to the same conditions as to term of office as his predecessor.
- (c) Any vacancy of the Chairman shall be filled by the General Committee electing a replacement amongst their number but he shall only hold office as Chairman until the end of the next Annual General Meeting. However, such person may be eligible for re-election as Chairman provided that he is still a member of the General Committee.
43. Notwithstanding anything in these Articles to the contrary, any member of the General Committee may be removed from office before the expiration of his term of office by the Club if he fails to attend 3 consecutive meetings of the General Committee without leave of absence or if he is subject to an investigation or disciplinary action under Article 32, or if he shall become a lunatic or of unsound mind or all the other members of the General Committee resolve that he is physically or mentally incapable of performing the functions of a member of the General Committee.

44. Notwithstanding anything in these Articles to the contrary:
- (a) Any member of the General Committee shall be entitled to resign from the General Committee by giving to the General Committee his notice of resignation in writing;
 - (b) The General Committee shall also have power to co-opt a Founder Member or Ordinary Member or Senior Member to act in place of any member of the General Committee who is temporarily absent from Hong Kong and any such co-opted member shall cease to act as a member of the General Committee on the return to Hong Kong of the member who was temporarily absent.
 - (c) Subject as herein provided, in the event of the number of members of the General Committee falling below 15, the continuing members shall have power to act only for the purposes of filling up the vacancies in their body in the manner prescribed by Article 42 or convening a General Meeting of the Voting Members for the purpose of electing additional members to the General Committee and such General Meeting shall be conducted as far as possible in the manner prescribed by these Articles or by the Ordinance.
45. The quorum of a General Committee meeting shall be 6. A resolution in writing signed by all the members of the General Committee who are in Hong Kong at the relevant time (but not being less than the number required to constitute a quorum) shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly convened and held.
46. Any member of the General Committee may call a General Committee's meeting by giving notice of the meeting to the members of the General Committee or by authorizing such other person as the General Committee may in its absolute determine from time to time to give such notice, and such notice may be given in such manner as the General Committee may in its absolute discretion determine from time to time.
47. Subject to these Articles, members of the General Committee participate in a General Committee meeting when (a) the meeting has been called and takes place in accordance with these Articles; and (b) they can each communicate to each other any information or opinions they have on any particular item of the

business of the meeting by any means, including electronic means. In determining whether members of the General Committee are participating in a General Committee meeting, it is irrelevant where a member of the General Committee is and how they communicate with each other. If all the members of the General Committee participating in a General Committee meeting are not in the same place, they may regard the meeting as taking place wherever any one of them is.

48. At a General Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
49. In case of an equality of votes, the person chairing the General Committee meeting shall have a casting vote unless, in accordance with these Articles, such person is not to be counted as participating in the decision-making process for quorum or voting purposes.
50.
 - (a) If a member of the General Committee is in any way, directly or indirectly, interested in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract with the Club, that is significant in relation to the Club's business, and the member of the General Committee's interest is material, the member of the General Committee must declare the nature and extent of his interest to the other members of the General Committee in accordance with the Companies Ordinance.
 - (b) A member of the General Committee must neither vote in respect of the transaction, arrangement or contract in which he is so interested (and if he does, his vote shall not be counted) nor be counted for quorum purposes in respect of the transaction, arrangement or contract.
51.
 - (a) The General Committee shall have power to appoint in writing Sub-Committees upon, and stipulate, such terms and conditions as the General Committee may in its absolute discretion determine from time to time in addition and without prejudice to these Articles, provided that any member of a Sub-Committee who is not a Member shall not have the right to be counted for quorum and/or vote in such Sub-Committee and if he shall vote then his vote shall not be counted.
 - (b) A Sub-Committee shall comprise of not less than 4 persons, at least one of whom shall be a member of the General Committee.

- (c) The General Committee shall have power, which power may be delegated to such member of the General Committee as has been nominated to sit on the relevant Sub-Committee, to co-opt any Member or Members to sit on such Sub-Committee.
- (d) Such Sub-Committee may be delegated the authority to discharge any particular duties which the General Committee may deem expedient provided that such delegation shall be in writing signed by the Chairman. Any authority so delegated may be revoked, rescinded or varied by the General Committee in like manner at any time in the absolute discretion of the General Committee. A Sub-Committee may not delegate any of the powers delegated to it by the General Committee.
- (e) Any Sub-Committee so formed shall, in the exercise of the powers so delegated, conform to any terms or other regulations that may be imposed on them by the General Committee in its absolute discretion from time to time.
- (f) A quorum of such Sub-Committee shall be 4 Members; a resolution signed by all the members of such Sub-Committee having the right to vote who are in Hong Kong at the relevant time (but not being less than the number required to constitute a quorum) shall be as valid and effectual as a resolution of such Sub-Committee duly convened for all purposes.
- (g) The decision of a Sub-Committee may be acted upon by the General Committee without further consideration of the facts placed before such Sub-Committee. The General Committee may adopt, alter or vary completely or in part or reject the recommendation or decision of such Sub-Committee.
- (h) Meetings of the Sub-Committee shall be convened by a Member of the General Committee who shall have been nominated to sit as chairman on such Sub-Committee.
- (i) A member of the General Committee shall not hold office either as chairman or vice-chairman in more than 3 Sub-Committees at any one time

in any combination; and no member of the General Committee may hold membership in more than 4 Sub-Committees in any capacity at any one time, provided that any membership in any capacity in any ad-hoc Sub-Committees shall not count for the purpose of this Article 51(i).

- (j) Subject to these Articles, members of a Sub-Committee participate in a Sub-Committee meeting when (a) the meeting has been called and takes place in accordance with these Articles and any terms and conditions the General Committee may in its absolute discretion determine from time to time; and (b) they can each communicate to each other any information or opinions they have on any particular item of the business of the meeting by any means, including electronic means. In determining whether members of a Sub-Committee are participating in a Sub-Committee meeting, it is irrelevant where a member of the Sub-Committee is and how they communicate with each other. If all the members of the Sub-Committee participating in a Sub-Committee meeting are not in the same place, they may regard the meeting as taking place wherever any one of them is.

52. All acts done by any meeting of the General Committee or of a Sub-Committee, or by any person acting as a member of such meeting of the General Committee or Sub-Committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any members of the General Committee or Sub-Committee 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 member of the General Committee or Sub-Committee.

53. The Chairman shall, when present, take the chair at every meeting of the General Committee, and in his absence the General Committee may appoint some other member of the General Committee to act for him at such meeting.

54. The General Committee shall exercise and do all such things as may be exercised or done by the Club save such as are by these Articles or by any Ordinance in force required to be exercised or done by the Club in General Meeting subject nevertheless to any regulations in these Articles, the provisions of the Companies Ordinance and such other regulations and provisions (not being inconsistent with the said regulations or provisions of these Articles and the Companies Ordinance)

as may be prescribed by the Club in General Meeting; but no regulation made by the Club in General Meeting shall invalidate any prior act of the General Committee which would have been valid if such regulation had not been made.

55. Without prejudice to the general powers conferred by the last preceding Article 54 and to the other powers conferred by these Articles, it is hereby declared that the General Committee shall have the following power:-

- (a) To determine who shall be entitled to sign on the Club's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
- (b) To purchase, take on lease, or otherwise acquire for the Club any property, rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as they may think fit.
- (c) To secure the fulfilment of any contracts or engagements entered into by the Club by mortgages or charges of all or any of the property of the Club for the time being or in such other manner as they may think fit.
- (d) To appoint and at their discretion remove or suspend such paid or unpaid officers, clerks, agents, professionals (sportsmen or otherwise) and employees for temporary, permanent or special services as they may from time to time think fit and determine their powers and duties and fix their salaries or emoluments and to require security in such instances and in each case, of such amounts as they may think fit.
- (e) To appoint any person or persons whether incorporated or not to accept and hold in trust for the Club any property belonging to it or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (f) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Club or its officers or otherwise concerning its affairs and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Club.

- (g) To refer any claims or disputes by or against the Club to arbitration and observe and perform the awards.
- (h) To make and give receipts, releases and other discharges for moneys payable to the Club and for the claims and demands of the Club.
- (i) To invest and deal with any moneys of the Club not immediately required for the purpose thereof in such manner as they may think fit and from time to time vary or release such investment.
- (j) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do such acts, deeds and things in the name and on behalf of the Club as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the proposes of the Club.
- (k) Until the Club in General Meeting shall otherwise resolve, the General Committee may issue debentures, bonds or obligations of the Club at any time and in any form or manner and for any amount and may raise or borrow any sums of money, bonds, debentures or otherwise as they think fit, and they may cause or permit such bonds, debentures or obligations to be redeemed or transferred as they may think fit.
- (l) To make and from time to time alter and repeal all such Bye-laws and rules as they may deem necessary or expedient or convenient for the proper management of the Club and in particular but not exclusively they may by such Bye-laws and rules regulate or determine:
 - (i) The penalties or fines for the violation of these Articles or of the Bye-laws and rules or for conduct detrimental to the welfare of the Club and the enforcement or remission of such penalties of fines;
 - (ii) The subscriptions dues or other payments other than Debentures payable;
 - (iii) The fees (if any) payable by Honorary Members and/or visitors or guests and the rights and privileges of such persons.

- (iv) The times of opening and closing of the courses, grounds, Club houses and premises of the Club or any part thereof;
- (v) The regulations to be observed by Members, their spouses, children, guests or visitors playing any games on the Club's property;
- (vi) The conditions and regulations of competitions held by the Club and such class or classes of membership of the Club entitled to play therein;
- (vii) The conduct of Members in relation to one another and to the staff, employees, guests and visitors of the Club;
- (viii) The setting aside or reservation of any part or parts of the Club's premises or of the Club's course for particular purpose;
- (ix) Suspension of Members guilty of serious breach of these Articles or the Club's rules or Bye-laws;
- (x) The prohibition of particular games on the Club's premises entirely or at any particular time; and
- (xi) Generally all such matters as are commonly the subject matter of these Articles or the Club's rules and Bye-laws.

56. Any person, organisation or government departments may at the discretion of the General Committee be allowed to use the Club's facilities or any part thereof for the promotion of recreational activities, all kinds of charitable work, young in need of aid and other welfare work, on such terms and conditions as the General Committee may determine subject to lease requirements and restrictions, and compliance with applicable laws.

SEAL

57. The Secretary shall cause the Seal of the Club to be kept. The Seal of the Club shall only be affixed pursuant to a resolution of the General Committee and in the presence of any 2 members of the General Committee to all instruments

requiring to be sealed and all such instruments shall be signed by the 2 members of the General Committee in whose presence the Seal shall have been affixed and shall be countersigned by the Secretary. Without prejudice to the foregoing, a document which requires execution under seal may also be executed by the Club, without affixing the Seal thereto, by 2 members of the General Committee on the Club's behalf or by one member of the General Committee and the Secretary on the Club's behalf; and the Club may also execute a document as a deed by executing it in the like manner with the document expressed to be executed and delivered by the Club as a deed.

ACCOUNTS

58. Members of the General Committee shall cause to be kept true accounts of the moneys received and expended, and of the assets, credits and liabilities of the Club in accordance with the Companies Ordinance, as well as records of any other information of the Club for future reference required to be recorded by the Companies Ordinance.
59. (a) The accounts shall be made up to and closed on the 31st day of March in each year or such other date as may be determined by the General Committee and a balance sheet containing a summary of the assets and liabilities of the Club shall be prepared and audited by a firm of accountants appointed by the Club at the Annual General Meeting for the preceding year and shall be signed by the Chairman and by at least 2 other members of the General Committee and the auditor's report shall be attached to such balance sheet.
- (b) 21 days at least before each Annual General Meeting, a copy of the balance sheet together with the auditor's report shall be posted or sent to every Member entitled to receive notice and vote and not on the list of Absent Members.
60. Auditors shall be appointed and their appointment, remuneration rates and duties shall be regulated in accordance with applicable provisions of the Companies Ordinance.

MEETINGS

61. Only Voting Members shall have the right to receive notice of and to vote and propose resolutions at General and other meetings of the Club and move amendments thereat and subject to the provisions of these Articles generally, to participate in the management of the affairs of the Club. The Members who are entitled to receive notice of meetings of the Club may attend such meeting in person or by proxy. A Member may appoint a proxy to attend and vote at such meeting by depositing a proxy form as shall be prescribed by the Club duly signed by that Member not less than 24 hours prior to the date and time fixed for the meeting at the General Manager's office. For the avoidance of doubt, Company Members shall attend and vote at such meetings by appointing an authorized representative. Only Members of the Club may be appointed as a proxy.
62. An appointment of proxy may be revoked by delivering to the General Manager's office a notice in writing given by or on behalf of the person appointing the proxy. A notice revoking the appointment only takes effect if it is received by the Club at least 24 hours before the time appointed for holding the meeting or adjourned meeting.
63. A proxy's authority in relation to a resolution is to be regarded as revoked if the Member who has appointed the proxy attends in person the General Meeting at which the resolution is to be decided and exercises, in relation to the resolution, the voting right that the Member is entitled to exercise.
64. A Member who is entitled to attend, speak or vote at a General Meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of the Member.
65. A vote given in accordance with the terms of a proxy notice is valid despite the previous death or mental incapacity of the Member appointing the proxy, or the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed, unless notice in writing of the death, mental incapacity or revocation is received by the Club at least 24 hours before the time appointed for holding the meeting or adjourned meeting.

66. Subject to applicable statutory requirements, there shall be convened in respect of each financial year of the Club a General Meeting as the Annual General Meeting of the Voting Members in addition to any other meetings in that year, and the notices convening it shall specify that the relevant General Meeting is the Annual General Meeting, and such Annual General Meeting shall be held within 9 months after the end of the accounting reference period of the Club by reference to which the financial year of the Club is determined. Subject to the aforesaid, such Annual General Meeting shall be convened by at least 21 days' notice and to be held at such place and upon a date and time to be fixed by the General Committee for the following purposes:-

- (a) To receive from the General Committee a report, balance sheet and statement of accounts together with a copy of the auditor's report for the preceding financial period;
- (b) To decide on any resolution which may be duly submitted to the meeting;
- (c) To discuss any matter relating to the constitution and management of the Club which may be discussed at such meeting;
- (d) To appoint auditors;

Provided that any Voting Member desirous of moving any resolution at the Annual General Meeting shall give notice thereof in writing to the General Manager or his office not less than 21 days before the date of such meeting.

67. The Chairman shall be entitled to take chair at any General Meeting, or if he be absent or if he shall have previously notified the General Manager or his office of his inability to be present, the members of the General Committee present shall choose one of their number to act as chairman.
68. Subject as provided in Article 72, at all General Meetings, 15 Voting Members personally present or by proxy shall constitute a quorum.
69. No business shall be transacted at any General Meeting unless a quorum is present.
70. The authorized representative of a Company Member shall be counted in the quorum.

71. The General Committee may also convene other General Meetings of the Club specifying in the notice convening the meetings the object(s) for which the meeting is called. Discussion must be strictly confined to such object(s) and any other business which may be properly brought before the meeting.
72. The General Committee shall also call a General Meeting within 21 days upon receiving the written requisition of not less than 5% of total Voting Members (such meeting shall be held on a date not more than 28 days after the date of the notice convening the meeting, and the requisition with notice convening the meeting shall be posted in a conspicuous place in the Club houses), failing which the requisitionists or any of them representing more than one half the total voting rights of all of them, may themselves convene such a meeting, provided that the meeting must be called for a date not more than 3 months after the date on which the General Committee became subject to the requirement to call a meeting and the meeting must be called in the same manner as nearly as possible as that in which the meeting is required to be called by the General Committee. The quorum for a meeting under this Article 72 shall be 20 of such Members who signed on the requisition personally present or by proxy.
73. Any such requisition must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the General Manager's office.
74. Subject to applicable provisions of the Companies Ordinance and these Articles, all General Meetings shall be called by circular mailed and addressed to the Members entitled to notice of meeting giving at least 14 days' notice of the meeting. The circular together with a statement of the business to be transacted at such meeting shall also be exhibited in a conspicuous place in the Club houses for the same period. Accidental omission to give such notice shall not invalidate any resolution passed at such meeting.
75. It shall be lawful for the General Committee prior to the arrival of the time fixed for the meeting to cancel or postpone any General Meeting convened by the General Committee, if in the opinion of the General Committee, the notice convening the General Meeting is defective or if, in the interests of the Club, such General Meeting should be cancelled or postponed.

76. If within half an hour from the time appointed for any General Meeting a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place. If at such adjourned meeting a quorum is not present, the business may be proceeded with, and such number of Members entitled to vote at such meeting as may be present shall be deemed to be a quorum.
77. (a) Subject to applicable statutory requirements, every question to be determined in and every notice submitted to a General Meeting shall be determined by a majority of votes.
- (b) Founder Members, Ordinary Members, Senior Members and Company Members being the only classes of Members entitled to receive notice and vote at General Meetings of the Club shall have one vote each per resolution at any General Meeting on a poll or a ballot but upon a show of hands each Member or proxy of a Member personally present shall only have one vote regardless of how many other Members having voting power have appointed the Member or proxy of a Member.
- (c) In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll or ballot, the chairman of the relevant meeting shall have a second or casting vote.
78. Votes may be given in person or by proxy. A vote by a Member in person and acting as a proxy shall carry the total number of votes of himself as well as of those Members who validly appointed him as proxy in aggregate.

79. At any General Meeting (unless a poll is demanded by any 2 Members or their proxies then personally present or ballot is adopted) a declaration by the chairman of the General Meeting that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority, shall be conclusive.
80. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place and either immediately or after an adjournment not exceeding 7 days as the chairman of the meeting directs; and the result of the poll as declared by the chairman shall be deemed to be the resolution of the meeting at which the poll is demanded.
81. The chairman of any General Meeting may, with the consent of the Meeting, adjourn any meeting from time to time and at any adjourned meeting no business shall be transacted other than the business left unfinished at the meeting from which the adjournment took place.

MEMBER'S DUES

82. In the event any Member fails to pay any moneys due from him (whether personally or in respect of his nominees, family, guests or visitors) to the Club within such period as may be specified in the Bye-laws, the Membership of the Member shall be deemed automatically suspended (and the rights and privileges of his nominees, family, guests or visitors in the Club shall accordingly also be suspended). In addition, the General Committee may, in its absolute discretion, decide what appropriate action, if any, shall be taken having considered all the circumstances, including without limitation, expulsion from Membership. The Debenture(s) of a person, company, corporation or firm ceasing to become a Member as a result of this Article 82 may be surrendered in the manner provided by Article 31.

INDEMNITY

83. (a) Subject to the provisions of and so far as may be consistent with the provisions of the Companies Ordinance, every member of the General

Committee or former member of the General Committee, Secretary or other officer of the Club may be indemnified by the Club against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

- (b) Article 83(a) only applies if the indemnity does not cover:
 - (i) any liability of the member of the General Committee to pay:
 - (A) a fine imposed in criminal proceedings; or
 - (B) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
 - (ii) any liability incurred by the member of the General Committee:
 - (A) in defending criminal proceedings in which the member of the General Committee is convicted;
 - (B) in defending civil proceedings brought by the Club in which judgment is given against the member of the General Committee;
 - (C) in defending civil proceedings brought on behalf of the Club by a Member in which judgment is given against the member of the General Committee;
 - (D) in connection with an application for relief under any laws in which the Court refuses to grant the member of the General Committee relief; or
 - (E) to the Club in connection with any negligence, default, breach of duty or breach of trust in relation to the Club.
- (c) A reference in this Article 83 to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.

- (d) For the purposes of this Article 83, a conviction, judgment or refusal of relief:
 - (i) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (ii) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.

- (e) For the purposes of this Article 83, an appeal is disposed of if:
 - (i) it is determined, and the period for bringing any further appeal has ended; or
 - (ii) it is abandoned or otherwise ceases to have effect.

Names, Addresses and Descriptions of Subscribers

(Sd.) (TAI TUNG NGOK)
No. 7, Dianthus Road,
Yau Yat Chuen, Kln.
Merchant

(Sd.) (LEE SHU KUAN)
6, Verbena Rd. G/F
Yau Yat Chuen, Kln.
Merchant

Dated the 31st day of July, 1986
WITNESS to the above signatures:

(Sd.) Leonard K.L. Heung
Solicitor,
Fung House, 11th Floor,
19-20 Connaught Rd., C.,
Hong Kong.

Names, Addresses and Descriptions of Subscribers

(Sd.) (CHAN SUI KAU)
5, Wistaria Rd.,
Yau Yat Chuen,
Kowloon, Hong Kong.
Manufacturer

(Sd.) (FANG, KENNETH HUNG)
3 Osmanthus Rd.
Kowloon, Hong Kong.
Merchant

Dated the 31st day of July, 1986.

WITNESS to the above signatures:

(Sd.) Leonard K.L. Heung
Solicitor,
Fung House, 11th Floor,
19-20 Connaught Rd., C.,
Hong Kong

Names, Addresses and Descriptions of Subscribers

(Sd.) (JEFFREY TSO CHUAN LI)
2 Cassia Rd. G/F
Yau Yat Chuen,
Kowloon.
Gentleman

(Sd.) (CHEONG KAM CHUEN)
16, Osmanthus Rd.,
Yau Yat Chuen,
Kowloon.
Company Director

Dated the 31st day of July, 1986.

WITNESS to the above signatures:

(Sd.) Leonard K.L. Heung
Solicitor,
Fung House, 11th Floor,
19-20 Connaught Rd., C.,
Hong Kong.

