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**NEW ~~MEMORANDUM~~ARTICLES OF ASSOCIATION**

*(As amended by Special Resolution passed on 8th October, 1981)*

**AND**

**~~NEW ARTICLES OF ASSOCIATION~~**

*(As amended and adopted by Special Resolution Passed on 8th October, 1981, on 29th May, 1994) and on ~~f~~26th November, 2023)*

**OF**

**THE CLEARWATER BAY GOLF & COUNTRY CLUB**

**(清水灣鄉村俱樂部)**

\_\_\_\_\_  
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**Incorporated the 11th day of November, 1977.**

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[copy]

## CERTIFICATE OF INCORPORATION

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I HEREBY CERTIFY that

**THE CLEARWATER BAY GOLF & COUNTRY CLUB**

**( 清水灣鄉村俱樂部 )**

*(the word "Limited" being omitted by Licence  
granted by me under delegated powers)*

is this day incorporated in Hong Kong under the Companies Ordinance, and that this Company is limited.

GIVEN under my hand this Eleventh day of November, One Thousand Nine Hundred and Seventy seven.

**(Sd.) LESLIE FOO**  
*for Registrar of Companies,*  
Hong Kong.

THE COMPANIES ORDINANCE (Chapter ~~32~~622)

\_\_\_\_\_  
\_\_\_\_\_  
Company Limited by Guarantee  
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NEW ARTICLES OF ASSOCIATION

NEW MEMORANDUM OF ASSOCIATION

(As amended and adopted by Special Resolution passed on 8th October, 1981, on 29th May, 1994 and on ~~12~~26th November, 2023)

OF

THE CLEARWATER BAY GOLF & COUNTRY CLUB

(清水灣鄉村俱樂部)

Part A

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1. The name of the Company is "THE CLEARWATER BAY GOLF & COUNTRY CLUB (清水灣鄉村俱樂部)" (thereinafter called "the Club").
  2. The Registered Office of the Club will be ~~situatesituated~~ in the ~~Colony of~~ Hong Kong, Special Administrative Region of the People's Republic of China ("Hong Kong").
  3. The objects for which the Club is established are;
    - (a) To take over all the undertaking, property and assets and all the debts, liabilities, engagements and obligations of The Organizing Committee of The Clearwater Bay Golf & Country Club Limited.
    - (b) To promote the game of golf, yachting, swimming, water skiing, fishing, skin and scuba diving, tennis, squash, badminton, bowling, the sport of horse and pony riding, skeetshooting, athletic sports, billiards, snooker, bridge, mahjong, tombola and any other kind of amusement, game, recreation or entertainment-
    - (c) To purchase, rent, lease or otherwise acquire the land adjoining the village of Po Toi O in

the Clearwater Bay District of the New Territories of ~~the Colony of~~ Hong Kong or elsewhere, and to sculpture, lay out, turf, ~~prepare~~ and maintain the same for golf and other purposes of the Club, and to erect and provide club houses, restaurants, changing rooms, card rooms, billiard rooms, ~~bungalows~~, or other residences, pavilions, lavatories, kitchens, refreshment rooms, workshops, machine rooms, ~~stables~~, sheds and other conveniences in connection therewith, and to furnish and maintain the same, and the property of the Club to be used by members, visitors and other persons either gratuitously or for payment.

- (d) To construct, maintain and operate, pavilions, marinas, sea walls, berths, moorings, jetties and fuel stations for yachts, swimming pools, tennis, squash and badminton courts, bowling alleys and greens, booths, stabling for horses, paddocks and other erections, buildings and conveniences, whether of a permanent or temporary nature, which may seem directly or indirectly conducive to the ~~Club's~~Club's objects.
- (e) To purchase, hire, make or provide and maintain all kinds of furniture, implements, tools, utensils, ~~plate~~, glass, linen, books, papers, periodicals, stationery, billiard tables, card games and other things required, or which may be conveniently used in connection with the links and grounds, Club houses, marina and other premises of the Club, (wherever the same may be) by persons frequenting the same whether ~~Members~~members of the Club or not.
- (f) To buy, prepare, make, supply, sell, hire and deal in all kinds of golfing equipment including golf carts motorised and otherwise, sails, yachts, boats, tennis, squash, badminton, bowling, water skiing, diving, billiards and other equipment saddlery harness, stable fittings and utensils, sporting equipment of all kinds and description and such other provisions and refreshments as may be required or used by ~~Members~~members of the Club or other persons frequenting the links, grounds, club houses, marina or premises of the Club.
- (g) To establish, maintain and conduct a social club for the use of members of the Club, their families, friends, visitors and others and to operate restaurant and bars, hire bed rooms and generally to afford to members and their families and friends all the usual privileges, advantages, conveniences and accommodation of a social club.
- (h) To buy, prepare, make, supply, sell and deal in all kinds of food, liquors, provisions and refreshments, fuel required or used by the members of the Club or other persons frequenting the Club premises.
- (i) 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.
- (j) To hire and employ general managers, secretaries, clerks, managers, servants, workmen and professional golf players or teachers or other professional sportsmen, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions.
- (k) To promote and hold, either alone or jointly with any other association, club or persons,

yachting regattas, golf, athletic sports, tennis, squash, badminton, polo, bowling, horse riding, swimming, diving, water-skiing, skin and scuba diving, billiards, snooker and bridge, mahjong, tombola and other sporting or social events and/or ~~meeting~~meetings and to hold and permit the holding on the Club's premises of agricultural, horse, dog, flowers and other shows and exhibitions, competitions, and matches, and to offer, give or contribute towards prizes, cups, medals, stakes and other awards, and to promote, give or support dinners, balls, concerts and other entertainments-.

- (l) To give subscriptions or donations to the fund of any charitable or benevolent institution or project and to establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other association or club whether in Hong Kong or elsewhere in the world, 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 the Club. Provided that no subscription shall be paid to any such other association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club, or for any charitable or benevolent object.
  - (m) To invest and deal with the ~~monies~~ ~~moneys~~ of the Club not immediately required in such securities and in such manner as may from time to time be determined.
  - (n) 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, given that the mortgage of which is not specifically prohibited by the Club's title to the property.
  - (o) To accept loans from any ~~Member~~ ~~member~~ of the Club, or person, firm, corporation or charitable or benevolent institution or project for the purpose of promoting the objects of the Club as set forth in ~~this Memorandum~~ the Articles of Association.
  - (p) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.
4. —(1) The income and property of the Club shall be applied solely towards the promotion of the objects as set out in these Articles of Association.
- (2) Subject to sub-article (3) below, none of the income or property of the Club may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to any member of the Club. No member of the General Committee as defined in the Articles of Association shall be appointed to any salaried office of the Club.
- (3) The requirement under sub-article (2) above does not prevent the payment by the Club:
- (a) of reasonable and proper remuneration to a member of the Club or of the General Committee for any goods or services supplied by him or her to the Club;
  - (b) of reimbursement to a member of the Club or of the General Committee for out-of-pocket expenses properly incurred by him or her for the Club;
  - (c) of interest on money lent by a member of the Club or of the General Committee 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 Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;

(d) of rent to a member of the Club or of the General Committee for premises let by him or her 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 of the Club or of the General Committee 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.

~~The income and property of the Club whencesoeverwhenever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Associationthese Articles; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the Members of the Club. Provided that nothing herein shall prevent the payment in good faith of remuneration to any officers or servants of the Club or to any Member of the Club or other person in return for any services actually rendered to the Club, nor prevent the repayment of money lent to the Company on debentures or otherwise nor payment of interest at a rate not exceeding 12 per cent per annum on money lent on debentures or otherwise or reasonable and proper rent for premises demised or let by any member to the Club; but so that no member of the General Committee as defined in the Articles of the Association shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Club to any member of the said General Committee except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the said General Committee may be a member in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.~~

5. No additions, alteration, or amendment shall be made to or in ~~the regulations contained in the Memorandum and~~ Articles of Association for the time being in force, unless such addition, alteration or amendment has the same shall have been previously submitted to and approved by the Registrar ~~General of Companies in writing~~ or is made under a direction given under section 104(2)(b) or 105 of the Companies Ordinance (Cap.622).

6. Articles 4 and 5 ~~The fourth and fifth paragraphs of this Memorandum~~Part A of these Articles of Association contain conditions on which a licence ~~is was~~ granted to the Club in pursuance of Section 21 of the former Companies Ordinance and pursuant to section 5 of Schedule 11 to the Companies Ordinance (Cap.622), such licence is regarded as a licence granted under Section 21~~103~~ for the purposes of the said of the Companies Ordinance, ~~(Chapter 32.622).~~

7. The liability of ~~Members~~Members is limited.

8. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member, or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member, and of

the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$5,000.00.

9. 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 of the Club, 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 amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Article 4 under this Part and this article~~Clause 4 hereof~~, such institution or institutions to be determined by the members of the Club at or before the time of dissolution and in default thereof by a Judge of the ~~Supreme~~High Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provisions then to some charitable object.

10. Sufficient accounting records ~~True accounts~~ shall be kept of the sums of money received and expended by the Club, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Club; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force, shall be open to the inspection of the members. Once at least in every financial year the accounts of the Club shall be examined, and the correctness of the ~~balance sheet~~ financial statements ascertained by one or more properly qualified Auditor or Auditors.

11. 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.

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

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**Names, Addresses and Descriptions of Subscribers**

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THE HON. SIR KENNETH P. F. FUNG,  
Connaught Centre, 27th Floor,  
Hong Kong,  
Banker/Merchant

SIR RUN RUN SHAW,  
Lot No. 220, Clearwater Bay Road,  
Kowloon,  
Merchant

LIEU JEE KONG  
Sutherland House, 12th Floor  
Hong Kong,  
Merchant

RAMON YOUNG  
Sutherland House, 11th Floor  
Hong Kong,  
Merchant

LAU CHAN KWOK  
Central Harbour Services Pier, 1st Floor  
Hong Kong,  
Merchant

GEORGE CHOA WING SIEN  
Room 1608, Hang Seng Bank Building,  
Hong Kong,  
Medical Practitioner

LEE PEI CHUNG  
Prince's Building, 20th Floor  
Hong Kong,  
Merchant

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Dated the 1st day of November, 1977.

WITNESS to the above signatures:—

(Sd.) P. D. A. REMEDIOS  
Solicitor,  
Hong Kong.



~~THE COMPANIES ORDINANCE (Chapter 32)~~

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~~Company Limited by Guarantee~~

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~~NEW ARTICLES OF ASSOCIATION~~

~~(As adopted by Special Resolution Passed on 29th May, 1994)~~

~~THE CLEARWATER BAY GOLF & COUNTRY CLUB~~

~~(清水灣鄉村俱樂部)~~

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

"Annual Meeting or Annual General Meeting"	means the yearly General Meeting of the <del>Members</del> <u>members</u> entitled to attend and vote at such Meeting.
"Articles"	means the Articles of Association of the Club.
"Bye-laws"	means the bye-laws of the Club for the time being in force and made by the General Committee pursuant to the Articles.
"Certificate"	means any certificate for use of the Lodgewing facilities issued to any <del>Member</del> <u>member</u> as provided in Article 36 <del>hereof</del> <u>of Part B of the Articles</u> .
"Chairman"	means the Chairman of the Club for the time being.
"Acting Chairman"	means the Deputy chairman appointed by the <del>Chairman</del> <u>Chairman</u> pursuant to Article 64(b) <u>of Part B of the Articles</u> .
"Club"	means the company registered as THE CLEARWATER BAY GOLF & COUNTRY CLUB.
"Club premises"	<del>Means Lot No. 227 in D.D. 241, Po Toi O</del> <u>means 139 Tai Au Mun Road, Clearwater Bay</u> , Sai Kung, New Territories, Hong Kong and all the facilities of the Club thereat or in connection therewith.
"Committee Co-ordinator"	means the Committee Co-ordinator of the Club for the time being.
"Companies Ordinance"	means the Companies Ordinance ( <del>Chapter 32</del> <u>622 of the Laws of Hong Kong</u> ), <u>including the related subsidiary legislation</u> .
"Country Club facilities"	means the Club house and the Club's sporting facilities (excluding Marina, Golf and Lodgewing facilities) and such other facilities of the Club as the General Committee may from time to time include

thereunder.

"Current Value"	means, in relation to the Debentures, the value of similar Debentures last issued by the Club and as determined by the General Committee pursuant to these Articles.
"Debenture"	means <u>a</u> Membership debenture issued to any <del>Member-member</del> as provided in Article 36 <del>hereof</del> <u>of Part B of the Articles</u> .
"Deputy Chairman"	means any of the Deputy Chairmen of the Club for the time being.
<del>"Extraordinary General Meeting"</del>	<del>means a General Meeting of the Members entitled to attend and vote at such Meeting especially summoned or convened under these Articles.</del>
"Founder Members"	means the persons, corporations, companies and firms described in Article 5 <del>hereof</del> <u>of Part B of the Articles</u> .
"General Committee"	means the General Committee of the Club for the time being.
"General Manager"	means the person for the time being appointed by the General Committee to carry out the administration of the Club and the decisions of the General Committee.
"General Meeting"	means a General Meeting of the <del>Members-members</del> entitled to attend and vote at such Meeting whether Annual or <del>Extraordinary</del> <u>Special</u> .
"Golf facilities"	means the golf course and annex and related facilities built or to be built at the Club.
<u>"Hong Kong"</u>	<u>means the Hong Kong Special Administrative Region of the Peoples' Republic of China.</u>
"Honorary President"	means any of the Honorary Presidents of the Club for the time being.
<del>"In Writing"</del>	<del>means written type written or printed or partly written and partly type written and partly printed.</del>
"Lodgewing facilities"	means the lodgewing and its related accommodation facilities built or to be built at the Club.
"Marina facilities"	means the marina annex, marina berths, related dry stack storage, and other related facilities built or to be built at the Club.
"Member"	means a <del>Member-member</del> of the Club and includes any of the Founder Members, Full Members, Country Club Members, Company Members, Company Country Club Members, Spouse Golfing Members, Group Members, Overseas Members, Overseas

Country Club Members, Social Members, Company Social Members, Associate Members, Marina Members, Company Marina Members and Life Members but does not include any of the Honorary ~~members~~ Members described in Article 42 ~~hereof~~ of Part B of the Articles or visitors; and Membership shall be construed accordingly.

"Members' Council"	means the Members' Council of the Club for the time being.
"Nominal Value"	means, in relation to <del>Debentures</del> <u>a Debenture</u> , the face value thereof as appearing in the books or records of the Club.
"Office"	means the registered office for the time being of the Club.
<u>"Predecessor Companies Ordinance"</u>	<u>means the predecessor Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as in force from time to time before 3 March 2014.</u>
"President"	means the President of the Club for the time being.
<u>"Rules of the Club"</u>	<u>means the Articles, the Bye-laws and other rules and regulations prescribed and promulgated to the membership from time to time.</u>
"Seal"	means the Seal of the Club.
"Secretary"	means the Secretary of the Club for the time being appointed by the General Committee <u>and the person so appointed shall be deemed to be the company secretary of the Club for the purpose of the Companies Ordinance.</u>
<u>"Special General Meeting"</u>	<u>means a General Meeting of the <del>M</del>members entitled to attend and vote at such Meeting especially summoned or convened under these Articles.</u>
"Treasurer"	means the Treasurer of the Club for the time being appointed by the General Committee.

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

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

1A. The regulations contained in Schedule 3 to the Companies (Model Articles) Notice (Chapter 622H of the Laws of Hong Kong) will not apply to the Club.

2. (a) For the purposes of registration the Membership is declared to ~~be~~ be 3,600 but the General Committee may when it thinks fit increase the number thereof.

- (b) Notwithstanding the provisions of these Articles the General Committee may from time to time suspend the processing of the admission of ~~Members-members~~ in any particular class of Memberships or the conversion of ~~Members-members~~ from one class to another under Article 18 of Part B of the Articles for such time as it deems fit.

3. The Club is established for the objects and purpose expressed in Part A of the MemorandumArticles of Association of the Club.

### Membership

4. Membership in the Club shall be classified as Founder Members, Full Members, Country Club Members, Company Members, Company Country Club Members, Spouse Golfing Members, Group Members, Associate Members, Overseas Members, Overseas Country Club Members, Social, Members, Company Social Members, Marina Members, Company Marina Members and Life Members. Subject to Article 2 hereof of Part B of the Articles, the number for each class of Membership shall be decided by the General Committee from time to time.

### Founder Members

5. (a) The Founder Members of the Club shall be :

- (i) the persons who have signed ~~the Memorandum of Association of the Club and~~ these Articles and all persons who at the date of incorporation of the Club were members of the company incorporated under the Predecessor Companies Ordinance and known as The Organising Committee of the ~~Clearwater Bay Golf & Country Club LimitedClub~~, PROVIDED that such persons shall have each agreed to subscribe for 8 units of Debentures at par value and shall have each paid up or be deemed to have paid up the par value of the said Debentures or so much thereof as shall have been called up by the Club within the time specified in the terms of issue of the said Debentures (which said persons are hereinafter collectively referred to as "Founder Members, Group A").
- (ii) all those persons, not exceeding 120 in number, who have been invited by The Organising Committee of the ~~Clearwater Bay Golf & Country Club LimitedClub~~ to become Founder Members and who shall have each agreed to subscribe for 10 units of Debentures ~~of at~~ par value and shall have each paid up the par value of the said Debentures or so much thereof as shall have been called up by the Club within the time specified in the terms of issue of the said Debentures (which said persons are hereinafter collectively referred to as "Founder Members, Group B").
- (iii) all those corporations, companies or firms, not exceeding 30 in number, who have been invited by The Organising Committee of the ~~Clearwater Bay Golf & Country Club LimitedClub~~ to become Founder Members and who shall have each agreed to subscribe for 15 units of Debentures at par value and shall have each paid up the par value of the said Debentures or so much thereof as shall have been called up by the Club within the time specified in the terms of issue of the said Debentures (which said corporations, companies and firms are hereinafter collectively referred to as "Founder Members, Group C").

(b) The Founder Members shall have the following rights and privileges:

- (i) In the case of Founder Members, Group A and Group B, the right to transfer or bequeath his ~~Dehenture~~Debenture to his spouse or his son or daughter or grandson or granddaughter in the manner hereinafter described.
- (ii) In the case of Founder Members, Group C, the provisions of Article 19 (a)~~)~~ (b)~~)~~ (d)~~)~~ (e) and (f) ~~hereof~~of Part B of the Articles shall apply mutatis mutandis.

#### **Full Members**

6. A Full Member shall mean a person whose candidature for Full Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Country Club Members**

7. A Country Club Member shall mean a person whose candidature for Country Club Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Company Members**

8. A Company Member shall mean a company or firm whose candidature for Company Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Company Country Club Members**

9. A Company Country Club Member shall mean a company or firm whose candidature for Company Country Club Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Spouse Golfing Members**

10. A Spouse Golfing Member shall mean the wife or husband of a Founder Member or Full Member or nominee of a Company Member whose candidature for Spouse Golfing Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Group Members**

11. A Group Member shall mean a company or firm in the hotel or tourist agency or carrier of passengers business whose candidature for Group Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

#### **Associate Members**

- 12 (a) An Associate Member shall mean a person normally resident outside Hong Kong whose candidature for Associate Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.
- (b) Any Member can apply for Associate Membership on the payment of a lump sum- as provided for in Article 22 of Part B of the Articles.

### **Overseas Members and Overseas Country Club Members**

13. (a) An Overseas Member or Overseas Country Club Member shall mean a person normally resident outside Hong Kong whose candidature for such Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason and who has not accepted Associate Membership.
- (b) Any Overseas Member or Overseas Country Club Member can apply for Associate Membership.

### **Social Members**

14. A Social Member shall mean a person whose candidature for Social Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

### **Company Social Members**

15. A Company Social Member shall mean a company or firm whose candidature for Company Social Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

### **Marina Members**

16. A Marina Member shall mean a person whose candidature for Marina Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

### **Company Marina Members**

17. A Company Marina Member shall mean a company or firm whose candidature for Company Marina Membership has been approved by the General Committee pursuant to these Articles and whose Membership has not ceased for any reason.

### **Membership Generally**

18. (a) All persons regardless of nationality or race or creed over the age of eighteen years, shall be eligible for election and admission as ~~Members~~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. The Country Club facilities may be used by all ~~Members~~members and such other person or persons as the General Committee may from time to time approve. Any Country Club or Company Country Club Member may apply to the General Committee for use of the Golf facilities and/or the Marina facilities. The General Committee may establish a waiting list of all such applicants and the relevant procedure in order to consider their applications. Upon acceptance of any such application, the applicant is required to hold such additional units of Debentures at such value as the General Committee may from time to time fix, and his use shall be subject to such terms and conditions as the General Committee ~~and/or~~ the Bye-~~Laws~~laws and upon payment of such fees as the General Committee may from time to time determine.

- (b) Subject to these Articles, ~~Members-members~~ shall hold the requisite number of units of Debentures in accordance with Article 36(d) hereof of Part B of the Articles in order to use the Club's facilities or any part thereof.
- (c) The Golf facilities shall be reserved exclusively for Founder Members, Groups A and B, Full Members, nominees of Founder Members, Group C and Company Members, Spouse Golfing Members, nominees of Group Members, Overseas Members, Social Members and nominees of Company Social Members and such other person or persons as the General Committee may from time to time approve. Any of such ~~Members-members~~ may apply to the General Committee for use of the Marina facilities. The General Committee may establish a waiting list of all such applicants and the relevant procedure in order to consider their applications. Upon acceptance of any such application, the applicant is required to hold such additional units of Debentures at such value as the General Committee may from time to time fix and his use shall be subject to such terms and conditions as the General Committee and the Bye-laws and upon payment of such fees as the General Committee may from time to time determine.
- (d) The Marina facilities shall be reserved exclusively for Marina Members, Company Marina Members and such other person or persons as the General Committee may from time to time approve. Any of such ~~Members-members~~ may apply to the General Committee for use of the Golf facilities. The General Committee may establish a waiting list of all such applicants and the relevant procedure in order to consider their applications. Upon acceptance of any such application, the applicant is required to hold such additional units of Debentures at such value as the General Committee may from time to time fix and his use shall be subject to such terms and conditions as the General Committee and the Bye-laws and upon payment of such fees as the General Committee may from time to time determine.
- (e) The Lodgewing facilities shall be reserved exclusively for each of those ~~Members-members~~ who has paid for and holds the requisite Certificate under Article 36(e) hereof of Part B of the Articles for use of the Lodgewing facilities and such other person or persons as the General Committee may from time to time approve.
- (f) The children of ~~Members-members~~ or nominees of Founder Members, Group C, Company Members, Company Country Club Members and Company Marina Members under the age of twenty one years may use such facilities of the Club which the related ~~Members-members~~ or nominees are entitled to use and upon such terms and conditions as the General Committee or the Bye-laws may from time to time determine.
- (g) Use of the Country Club facilities, Golf facilities, Marina facilities or Lodgewing facilities or any part thereof is subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such fees as the General Committee may from time to time determine.
- (h) Any Country Club Member, Full Member or Marina Member may apply to the General Committee for his Membership to be converted to Company Country Club Membership, Company Membership or Company Marina Membership PROVIDED that the converting individual ~~Member-member~~ shall directly or indirectly own not less than half of the issued share capital or paid-up Partnership capital or control not less than half of the voting power of the company or (as the case may be) firm which will become a ~~Member-member~~ as a

result of his conversion. The General Committee may establish a waiting list of all such applicants and the relevant procedure in order to consider their applications and the processing and acceptance thereof. Upon acceptance of any such application, the converting individual is required to surrender his existing Debentures to the Club (and for such purposes, Article 37 of Part B of the Articles shall not be applicable) and the applicant is required to hold such units of Debentures to be issued by the Club to it at such value as the General Committee may from time to time and subject to Article 36 ~~(h)~~ (i) of Part B of the Articles fix and his use shall be subject to such terms and conditions as the General Committee and the Bye-laws and upon payment of such fees as the General Committee may from time to time determine.

- (i) The General Committee may from time to time establish a quota for conversion of Memberships under sub-paragraph (a), (c), (d) or (h) above and until so established, the quota shall be 10 in each year.

### **Company Members and Company Country Club Members**

- 19. (a) Any company or firm, whether incorporated in Hong Kong or elsewhere is eligible for election and admission to Membership in its corporate or firm name as a Company Member or Company Country Club Member.
- (b) Company Members shall, subject to their holding the number of units of Debentures required by Article 36-(d) ~~hereof~~ of Part B of the Articles, have the right to nominate at any time one director or partner or officer or permanent employee of the Company Member as approved by the General Committee (not being a ~~Member~~ member) for each block of 15 units of Debentures held in their corporate or firm name to use the Country Club facilities and Golf facilities subject to such restrictions as the General Committee or the Bye-laws and upon payment of such fees as the General Committee may from time to time determine PROVIDED that the General Committee shall have the right to disallow any such nominees from enjoying such facilities of the Club as it ~~thinks~~ thinks fit without giving or assigning any reason therefor.
- (c) Company Country Club Members shall, subject to their holding the number of units of Debentures required by Article 36-(d) ~~hereof~~ of Part B of the Articles, have the right to nominate at any time one director or partner or officer or permanent employee of the Company Country Club Member as approved by the General Committee (not being a ~~Member~~ member) for each block of 9 units of Debentures held in their corporate or firm name to use the Country Club facilities subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such fees as the General Committee may from time to time determine, PROVIDED that the General Committee shall have the right to disallow any such nominees from enjoying such facilities as it thinks fit without giving or assigning any reason therefor.
- (d) The names of such ~~Members~~ members and their respective nominees shall be entered in a list to be designated as "the Company Members' List".
- (e) The nominee of a Company Member or Company Country Club Member may with the consent of the General Committee be changed from time to time upon such terms and conditions (including the payment of a fee) as the General Committee or Bye-laws may from time to time determine.



- (f) A Company Member or Company Country Club Member shall be liable for all amounts which may be due from its nominees to the Club.

### Spouses of Members and Spouse Golfing Members

20. (a) A spouse of a ~~Member-member~~ shall mean the wife or husband of a Founder Member, Group A or B or Full Member or Country Club Member or Overseas Member or Overseas Country Club Member or Associate Member or Social Member or Marina Member or the nominee of a Founder Member, Group C or ~~or~~ Company Member or Company Country Club Member or Company Social Member or Company Marina Member. Spouses of Members may, subject to such terms and conditions as the General Committee or the Bye-laws may from time to time prescribe, enjoy all the facilities provided by the Club in accordance with their respective categories of Membership, PROVIDED that the spouse of an Overseas Member or Overseas Country Club Member or Associate Member shall be subject to the same restrictions as to frequency of use of the Club as the Overseas Member or Overseas Country Club Member or Associate Member as the case may be.
- (b) The spouse of a ~~Member-member~~ shall cease to use the facilities of the Club if that Member (or nominee as aforesaid) ceases to be a ~~Member-member~~ (or nominee as aforesaid) for any reason.
- (c) Upon the election of a Spouse Golfing Member, the ~~spouse~~Spouse Golfing Member shall forthwith subscribe and acquire within the time prescribed by Article 36(~~d) hereof~~) of Part B of the Articles 4 units of Debentures.
- (d) A Spouse Golfing Member shall be entitled use the Country Club facilities and Golf facilities except during such hours or days as the General Committee may from time to time disallow Spouse Golfing Members to use the Golf ~~facilities~~facilities and subject to the Bye-laws and such terms and conditions as may be made from time to time by the General Committee.
- (e) If the spouse of a Spouse Golfing Member ceases for any reason to be a Founder Member, Group A or B, Full Member, or nominee of a Founder Member, Group C or Company Member then the Spouse Golfing Member shall ipso facto cease to become a Spouse Golfing Member and the Club shall accept the surrender of the Debentures held by such Spouse Golfing Member mutatis mutandis in accordance with the terms and conditions of Article 37 ~~hereof~~of Part B of the Articles, PROVIDED that the Spouse Golfing Member shall not cease to become a Spouse Golfing Member until the Club shall have accepted the surrender of his Debentures and paid him the sum payable on such surrender and provided that the Spouse Golfing Member shall in the circumstances aforesaid have the option of converting his Spouse Golfing Membership to a Full Membership of the Club, such option to be exercised by notice in writing given to the Club not later than 30 days after the cessation of the Membership of the spouse of the Spouse Golfing Member or in the case of a Founder Member, Group C or Company Member, after the spouse of the Spouse Golfing Member has ceased to be a nominee and in the event of the said option being exercised the Spouse Golfing Member shall, within 30 days of such notice, acquire and pay for 6 further units of Debentures from the Club at the unit Current Value prevailing at the date of exercise of the option the Spouse Golfing Member shall pay the same subscription as is payable by a Full Member.

### Group Members

21. (a) Any company or firm, whether in ~~hong~~Hong Kong or elsewhere whose principal object or business is that of a hotelier or tourist agency or carrier of ~~apssengers~~passengers by air or sea is eligible for election and admission to Membership in its corporate or firm name as a Group Member.
- (b) Group Members shall ~~z~~ subject to their holding the number of units of Debentures required by Article 36(d) ~~hereof of Part B of the Articles,~~ have the right to nominate bona fide visitors to Hong Kong (not being residents of Hong Kong) to use the Country Club facilities and Golf facilities on any day of the week subject to obtaining the prior permission of the General Manager therefor and subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such fees (including green fees) as the General Committee may from time to time prescribe. The General Manager shall have the absolute right to grant or withhold such permission without giving or assigning any reason therefor.

### Associate Members

22. (a) Any ~~Member-member~~ who is not a Founder Member, Group C ~~z~~ Company Member ~~z~~ Company Country Club Member ~~or~~ Group Member, Company Social Member, or Company Marina Member and who ~~is~~becomes ordinarily resident outside Hong Kong is eligible for transfer or election and admission as an Associate Member.
- (b) Prior to becoming an Associate Member ~~z~~ he shall be required to pay a non-refundable lump sum to the Club in such amount as may from time to time be determined by the General Committee.
- (c) An Associate Member shall be entitled to use the Country Club facilities and Golf facilities ~~z~~ but such use shall be limited to his first 60 days in Hong Kong in each year and shall be subject to the Bye-laws and upon payment of such fees as the General Committee may from time to time prescribe. In addition to the aforesaid limitation the first 10 days of use of the Golf facilities in such year by an Associate Member shall be on the same terms and conditions as if he were a Full Member but thereafter he shall pay such green fees as may be prescribed by the Bye ~~Laws~~laws.
- (d) During any time in each year other than the said 60-days ~~z~~ an Associate Member shall only be entitled to use such facilities of the Club as his former category of Membership had entitled him to do so but only upon his being re-issued with his former category of Membership in such manner as may from time to time be prescribed by the General Committee or the Bye-laws and upon payment of the regular monthly subscription in consequence thereof. An Associate Member who returns to Hong Kong to take up ~~permannent~~permanent residency may apply for and will be re-issued with his former category of ~~Memberships~~Membership. Should he then wish to re-apply for Associate Membership subsequently this will be granted without further lump sum payments.

### Overseas Members and Overseas Country Club Member

23. (a) Any person who is ordinarily resident outside Hong Kong is eligible for election and admission as an Overseas Member or an Overseas Country Club Member.

- (b) An Overseas Member shall be entitled to use the Country Club facilities and Golf facilities, but such use shall be limited to his first 60 days in Hong Kong in each year and shall be subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such fees as the General Committee may from time to time prescribe. In addition to the aforesaid limitation the first 10 days of use of the Golf facilities in such year by an Overseas Member shall be on the same terms and conditions as if he were a Full Member but thereafter he shall pay such green fees as may be prescribed by the Bye-laws.
- (c) An Overseas Country Club Member shall be entitled to use the Country Club facilities, but such use shall ~~be~~ limited to his first 60 days in Hong Kong in each year and subject to the Bye-laws.

#### Social Members

- 24. (a) Any person who wishes to apply for a Social Membership shall pay a sum of HK\$60,000.00 to the Club at the time when he submits his application. The said sum of HK\$60,000.00 shall be retained by the Club for the use and benefit of the Club after the application in question has been approved and after the applicant has been admitted as a Social Member and shall after such time be non-refundable under any circumstances. If an application for Social ~~membership~~Membership is not approved for any reason, the said sum of HK\$60,000.00 shall be refunded to the unsuccessful applicant without interest at the same time when he is informed of the failure of application.
- (b) The sum required to be paid by an applicant for Social Membership under sub-paragraph (a) above may from time to time be increased or decreased by such amount as the General Committee may from time to time determine.
- (c) (i) A Social Member shall be entitled to use the Golf facilities on any weekday which is not a public holiday and the Country Club facilities on any day.  
  
(ii) The use of the facilities of the Club by a Social Member shall be subject to such terms and conditions as the General Committee or the Bye-laws may from time to time prescribe.
- (d) A Social Member shall not be required to take up any units of Debentures after his admission to the Club. All provisions in these Articles relating to ~~Members~~members shall so far as they are not inconsistent with the foregoing provision apply to Social Members.

#### Company Social Members

- 25. (a) Any company or firm, whether incorporated or established in Hong Kong or elsewhere, is eligible for election and admission in its corporate or firm name as a Company Social Member.
- (b) A company or firm which wishes to apply for a Company Social Membership shall pay a sum of HK\$90,000.00 to the Club at the time when it submits its application. The said sum of HK\$90,000.00 shall be retained by the Club for the use and benefit of the Club after the application in question has been approved and after the applicant has been admitted as a

Company Social Member and shall after such time be non-refundable under any circumstances. If an application for Company Social Membership is not approved for any reason, the said sum of HK\$90,000.00 shall be refunded to the unsuccessful applicant without interest at the same time when it is informed of the failure of its application.

- (c) The sum required to be paid by an applicant for Company Social Membership under subparagraph (b) above may from time to time be increased or decreased by such amount as the General Committee may from time to time determine.
- (d) (i) A Company Social Member shall have the right to nominate at any time one director, partner, officer or permanent employee of the Company Social Member as approved by the General Committee (not being a Member) to use the facilities of the Club in the manner stipulated in this sub-paragraph (d).
  - (ii) The nominee of Company Social Member shall be entitled to use the Golf facilities on any weekday which is not a public holiday and the Country Club facilities on any day.
  - (iii) The use of facilities of the Club by the nominee of a Company Social Member shall be subject to the Bye-laws as may from time to time be made by the General Committee and shall be subject to the General Committee's right to disallow any such nominee from using the facilities of the Club without giving or assigning any reason therefor.
- (e) The names of Company Social Members and their respective nominees shall be entered in "the Company Members' List" provided for in Article 19(d) ~~hereof~~ of Part B of the Articles.
- (f) The nominee of Company Social Member may with the consent of the General Committee be changed from time to time upon such terms and conditions (including the payment of fee) as the General Committee or the Bye-laws may from time to time determine.
- (g) A Company Social Member shall ~~be~~ be liable for all amounts which may be due from its nominees to the Club.
- (h) A Company Social Member shall not be required to take up any units of Debentures after its admission to the Club. All provisions in these Articles relating to ~~Members-members~~ shall so far as they are not inconsistent with the foregoing provision apply to Company Social Members.

#### **Marina Members and Company Marina Members**

- 26. (a) Any person is eligible for election and admission to Membership in his name as a Marina Member.
- (b) Any company or firm (whether incorporated in Hong Kong or elsewhere) is eligible for election and admission to Membership in its corporate or firm name as a Company Marina Member.

- (c) A Marina Member shall, subject to his holding the number of units of Debentures required by Article 36(d) ~~hereof of Part B of the Articles~~, have the right to use the Country Club facilities and Marina facilities subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such ~~tees~~ fees as the General Committee may from time to time determine, PROVIDED that the General Committee shall have the right to disallow any such nominee from enjoying such facilities of the Club as it thinks fit without giving or assigning any reason therefor.
- (d) A Company Marina Member shall, subject to its holding the number of units of Debentures required by Article 36(d) ~~hereof of Part B of the Articles~~, have the right to nominate at any time one of its directors or partners or officers or permanent employees as approved by the General Committee (not being a ~~Member~~ member) for each block of 12 units of Debentures held in its corporate or firm name to use the Country Club facilities and Marina facilities subject to such terms and conditions as the General Committee or the Bye-laws and upon payment of such fees as the General Committee may from time to time determine. PROVIDED that the General Committee shall have the right to disallow any such nominee from enjoying such facilities of the Club as it thinks fit without giving or assigning any reason therefor.
- (e) Marina Members and Company Marina Members are further divided into "Group A" and "Group B" Members. A Group A ~~Member~~ member shall have the right to the use of a specifically designated marina berth upon payment by such Member for and issue by the Club of Marina A certificate while a Group B Member shall have the right to the monthly use of a marina berth or dry stack storage or berth as may from time to time be assigned by the General Committee upon payment by such ~~Member~~ member for and issue by the Club of a Marina B certificate. The use and surrender of all marina berths, related dry stack storage or berths and other related facilities and the payments, monthly fees and charges for such use from time to time charged by the Club and the terms and conditions for the issue, redemption or otherwise of any Marina A certificate or Marina B certificate shall be subject to such terms and conditions as the General Committee may from time to time determine.
- (f) The names of Company Marina Members and their respective nominees shall be entered in "the Company Members' List" provided for in Article 19-(d) ~~hereof of Part B of the Articles~~.
- (g) The nominee of a Company Marina Member may with the consent of the General Committee be changed from time to time upon such terms and conditions (including the payment of a fee) as the General Committee or the Bye-laws may from time to time determine.
- (h) A Company Marina Member shall be liable for all amounts which may be due from its nominees to the Club.

#### **Admission of Members**

- 27. (a) The admission of ~~Members~~ members of all classes shall be entirely in the hands of the General Committee who shall lay down the necessary procedures and decide upon the election and admission of candidates in its entire discretion.

- (b) Any near relative of a ~~Member-member~~ who has been transferred or assigned such number of units of Debentures under Article 5(b)(i) or 36(g) hereof, may apply for admission as a ~~Member-member~~ of such category. Articles 28, 30, 32-~~(except the last sentence of Article 32)~~ and 33 shall govern such application and its approval and further the General Committee may impose such conditions or restrictions as it may deem fit for the grant of such application. On the approval of such application the fact shall be notified to the applicant in writing and a debit note for the current month's subscription and such payment as may have been imposed by the General Committee shall be forwarded to him.

28. The name, address and occupation of each candidate for admission as a ~~Member-member~~ as well as the names of his proposer and seconder shall be exhibited on the main public notice board at the Office 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 which said book shall be opened to inspection by ~~Members members~~ at all reasonable times. No candidate shall make use of the facilities of the Club before his election as a ~~Member-member~~ without the permission in writing of the General Committee which permission may at any time without prior notice be revoked.

29. The name of every candidate for admission as a ~~Member-member~~ shall be placed by the Secretary on an appropriate waiting list applicable to the particular class of Membership. The General Committee shall from time to time determine the respective numbers of names that shall be permitted on the waiting lists and when the respective permitted numbers of names have been reached no further names shall be placed on the lists until the General Committee re-opens such lists. Whenever there shall ~~be~~ a vacancy for admission as a ~~Member-member~~ the name of the first candidate on the waiting list in question shall be removed therefrom and he shall be ~~ballotted for interviewed and put to election~~ in accordance with the Articles following unless prior to the date of the ~~ballotting election~~ he shall notify the Secretary in writing that he does not wish to proceed with the Membership in which event his name shall be removed from the subject list, and such candidate shall be ineligible to apply for Membership for a minimum period of 12 months from the date of the said written notification. No candidate ~~shall~~ ~~may~~ be ~~ballotted interviewed and put to election~~ for Membership unless his name appears on the waiting list.

30. Admission to Membership shall be by ~~ballot and the election, which~~ shall be in the hands of the General Committee. Candidates for admission must be proposed and seconded by ~~Members-members~~ entitled to receive notices of General Meetings and vote thereat. An application for admission 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 the following form or such other form as the General Committee may from time to time prescribe.

*To the General Committee of The Clearwater Bay Golf & Country Club.*

Gentlemen,

I desire to become a member of The Clearwater Bay Golf & Country Club in the class mentioned below, and in the event of my being elected, I hereby agree to become a ~~Member-member~~ of the said ~~club Club~~ and to be bound by the ~~Memorandum and~~ Articles of Association and Bye-laws of the Club. I undertake to acquire the appropriate number of units of Debentures required by Article 36 ~~of Part B~~ of the Articles of Association of the Club within a period of one month upon notification by the Club of approval of my candidature.

Class of Membership desired:

Full Member/Country Club Member/Company Member/Company Country Club Member/Group Member/Overseas Member/Overseas Country Club Member/Associate Member/Marina Member (Group A or B)/Company Marina Member (Group A or B)

Full Name:

Name in Chinese (Chinese Candidates only):

Private Address:

Firm's name and address:

Profession or occupation:

Nationality:

Date of Birth:

Years of residence in Hong Kong:

Membership of other clubs:

Marital Status:

Name of Spouse:

Particulars of children (if any): and their respective ages:

Will spouse and/or children (under 21) use the facilities of the Club?

Signature:

\* Delete where inapplicable.

We the undersigned, are well acquainted with Mr./Mrs./Miss/Messrs.

and believe him/her/them to be a suitable candidate to be elected a member of the Club. We jointly and severally undertake to pay to the Club all sums which may be due from the candidate to the Club in connection with his/her/their use of the Club's facilities prior to the date of his/her/their election or non-election as the case may be.

..... Proposer

..... Seconder

31. 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 or at such time thereafter as shall be determined by the General Committee from time to time forward to the General Committee in writing particulars as to his position, standing, character and such other information as shall be required by the General Committee. If required by the General Committee candidates for Membership accompanied by

his proposer and/or seconder shall prior to election meet members of the General Committee at such time and in such place as shall be determined by the General Committee from time to time.

32. ~~The method of balloting shall be decided by the General Committee. 3 adverse votes shall exclude; and not less than 4 members of the General Committee shall constitute a ballot. The number of adverse 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 four members of the General Committee having balloted, the candidate's name shall be restored to its place on the waiting list immediately before its removal therefrom for balloting pursuant to Article 29 hereof or as near thereto as possible, and the candidate shall not be deemed to have been proposed but not elected for the purposes of Article 34(c) hereof.~~ The Sub-Committee for Membership shall interview the candidate for admission as a Member and make recommendation to the General Committee prior to the election by the General Committee. The General Committee shall have an election on whether to approve the application for admission as a Member and it shall be decided by a majority of votes.

33. 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, if any.

34. (a) On the approval of ~~candidature~~Membership the fact shall be notified to the applicant in writing and a debit note for the current month's subscription and the units of the Debentures appropriate to his class to be taken up by him in accordance with Article 36 (d) ~~hereof~~of Part B of the Articles shall be forwarded to him.
- (b) If at any time after the election of a candidate, the General Committee shall in accordance with Article 51 ~~hereof~~of Part B of the Articles find that he has been elected under any misrepresentation or if any material information as to his antecedents or character has been withheld, it shall have the powers described in Article 51 ~~hereof~~of Part B of the Articles.
- (c) Subject to Article 32 ~~hereof~~of Part B of the Articles no candidate proposed and not elected, shall be proposed again until the expiry of one year, nor shall he make use of the Club premises until duly elected.
- (d) Notice shall be given in writing to the proposer and seconder of any candidate who has failed to gain admission to Membership.

### Subscriptions

35. The subscription for each class of ~~Members~~members shall be such amount as the General Committee may from time to time determine

#### PROVIDED THAT

- (a) The subscription payable by a Founder Member, Full Member, Company Member, Social Member, Company Social Member, Marina Member or Company Marina Member shall be at least one third again as much as the subscription payable by a Country Club Member or Company Country Club Member.



- (b) The subscription when payable by an Overseas Member as hereinafter provided shall be the same as the subscription payable by a Founder Member, Full Member, Company Member Social Member, Company Social Member, Marina Member or Company Marina Member and the subscription when payable by an Overseas Country Club Member shall be the same as that of a Country Club Member or Company Country Club Member.
- (c) The subscription by an Overseas Member or an Overseas Country Club Member shall be payable in full for such months (part of a month being considered as a whole for purpose of such payment) when he is residing in Hong Kong regardless of whether he actually uses the facilities of the Club.
- (d) No subscription need to be paid by an Associate Member after the payment of his registration fee except in the case where the Associate Member uses the facilities of the Club beyond what is permitted by Article 22(d) ~~hereof~~ of Part B of the Articles he will pay subscription at the rate according to his former category of Membership.
- (e) Any increase in subscription by the General Committee shall not come into force until at least ~~2 months~~ 1 month after such decision. The decision to increase should be circulated to the ~~Members~~ members but any accidental omission to circulate the decision or ~~non-receipt~~ non-receipt thereof by any ~~Member~~ member or ~~Members~~ members shall not invalidate the decision nor prevent the increase from coming into effect.
- (f) The subscription of any ~~Member~~ member admitted during any month is payable from the commencement of that month.
- (g) Any ~~Member~~ member who resigns after the commencement of a month shall still be liable for the subscription of that month.

#### Debentures

- 36 (a) The Company shall issue Debentures to ~~Members~~ members in accordance with these Articles. Notwithstanding sub-paragraph (d) below, the number of units of Debentures appropriate to any class of ~~Memberships~~ Memberships can be changed from time to time by the General Committee.
- (b) Debentures may be issued payable in full upon allotment or payable by such instalments redeemable upon such date and subject to such conditions as to forfeiture in the event of non-payment of any instalments as the General Committee may determine.
  - (c) Upon notification of approval of candidature in accordance with Article 34 ~~hereof~~ of Part B of the Articles and within a period of one month, ~~Members~~ members shall take up the number of units of Debentures appropriate to their class of Membership and shall pay for the same in accordance with the terms of issue of such Debentures.
  - (d) Subject to sub-paragraph (a) above, the number of units of Debentures which a ~~Member~~ member is required to take up shall be as follows:-

Founder Member (Group "A")	8 units
Founder Member (Group "B")	10 units
Founder Member (Group "C")	15 units

Full Member	10_units
Company Member	15_units
Country Club Member	6_units
Company Country Club Member	9_units
Spouse Golfing Members	4_units
Group Member	20_units
Overseas Member	5_units
Overseas Country Club Member	3_units
Marina Member	8_units
Company Marina Member	12_units

- (e) Any ~~Member-member~~ who wishes to have use of the ~~LodsewingLodgewing~~ facilities upon such terms and conditions as may from time to time be ~~determineddetermined~~ by the General Committee must in addition to the units of Debentures he holds for the class of Membership to which he belongs pay for and hold a ~~CertificateCertificate~~ the value and the conditions for the issue or redemption of which may from time to time be fixed by the General Committee.
- (f) Subject to Article 5(b)(i) ~~hereofof Part B of the Articles~~, no Debentures shall be assigned or ~~transterredtransferred~~.
- (g) Subject to Article 5(b)(i) ~~hereofof Part B of the Articles~~, and notwithstanding subparagraph (f) above, the personal representative(s) of any deceased ~~Member-member~~ may, with the written consent of the General Committee, transfer or assign the Debentures of the deceased ~~Member-member~~ to a near relative of the deceased ~~Member-member~~. For the purposes of this Article the term "near relative" shall mean the spouse or son or daughter or grandson or granddaughter (as the case may be) of the ~~Member-member~~.
- (h) The General Committee may, subject to payment of an administration fee as prescribed in the Bye-laws or as the General Committee may determine from time to time and such other terms and conditions as the General Committee may from time to time prescribe, accept a special application for the transmission of Debentures under the Articles in the following situations: -
- (i) when a corporate Debenture holder undergoes vertical amalgamation or horizontal amalgamation with another company or companies to form an amalgamated company under section 680 or 681 of the Companies Ordinance, to accept a transmission of Debentures from such amalgamating corporate Debenture holder to the amalgamated company as a Mmember in place of the amalgamating corporate Debenture holder; or
- (ii) when a corporate Debenture holder undergoes any reconstruction, merger or amalgamation of a group of companies overseas with a similar legal effect as provided in section 685(3) of the Companies Ordinance for an amalgamation under section 680 or 681 of the Companies Ordinance, to accept a transmission of Debentures from the corporate Debenture holder to the company succeeds to all the property, right and privileges, and all the liabilities and obligations, of the corporate Debenture holder as a Mmember in place of the amalgamating or merging corporate Debenture holder,

provided that if the General Committee should at any time in the future consider that such transmission of Debentures was not within the provisions of this sub-paragraph, that company to which Debentures have been transmitted shall be deemed to have violated these Articles and for such purposes the General Committee may take any step against that company under Article 51 of Part B of the Articles.

~~(h)~~(i) The General Committee may from time to time fix and adjust the unit Current Value of Debentures so that the value of each type of Debentures and the inter-relationship among all relevant types of Debentures for the purpose of giving credit for existing Debentures held by any ~~Member~~ member when additional units of Debentures are acquired to improve such ~~Member's~~ member's enjoyment of the Club's facilities will be equitably, commercially and realistically recognised, PROVIDED that:--

(i) notice in writing of any increase in unit value shall be given to candidates for Membership either before or after the approval of their application but so that each candidate shall have not less than 14 days from the time that he is deemed to have received such notice to withdraw his application and

PROVIDED further that where the Membership is converted under Article 18(a)~~(c)~~, (c)~~(d)~~, (d) or ~~(h)~~ of Part B of the Articles:-

(ii) the value for the additional units of Debentures to be acquired by such ~~Member~~ member shall be equivalent to such amount by which the Current Value of the Debentures relative to the type of Membership proposed to be held by such ~~Member~~ member after conversion exceeds the Current Value of the Debentures relative to the type of Membership held by such ~~Member~~ member before conversion; and

(iii) should the Nominal Value of the Debentures relative to the type of Membership held by such ~~Member~~ member before conversion exceed their Current Value, the value of such Debentures shall upon conversion be deemed to be reduced to the Current Value of such Debentures and henceforth become the Nominal Value of such Debentures; and

(iv) the value of all the units of Debentures to be acquired by any applicant under Article 18(h) of Part B of the Articles shall be the aggregate of the Nominal Value of the Debentures Surrendered (subject to (iii) above) and such amount by which the Current Value of the Debentures relative to the type of Membership Proposed to be held by such applicant after conversion exceeds the Current Value of the Debentures Surrendered.

~~(j)~~ (j) Debentures shall only be issued pursuant to a resolution of the General Committee and \_\_\_\_\_ may, if authorised by such resolution be issued under the Seal but without signatures or \_\_\_\_\_ be signed by any two members of the General Committee authorised by the said \_\_\_\_\_ resolution without the Seal being affixed thereto. If signatures are required the same may \_\_\_\_\_ be made or affixed by means of some mechanical method or system.

### Surrender of Debentures

37. (a) The surrender of Debentures shall be upon such terms and condition as may from time to time be determined by the General Committee and also the terms and conditions

hereinafter appearing. Where any surrender of Debentures relates to Marina facilities it should be allowed by the General Committee in accordance with and subject to the terms and conditions set out below.

- (b) When a Debenture holder desires to surrender his Debentures, the following provisions shall apply:-
- (i) The Debenture holder shall give to the General Committee a written notice of his desire to surrender his Debentures.
  - (ii) Within 30 days after the service of the written notice upon the General Committee as aforesaid, the General Committee shall notify the ~~Debenture~~ Debenture holder as to whether he may surrender his Debentures and if so, whether there is an acceptable applicant for Membership in the same class as the Debenture holder, who is willing and able to subscribe for new Debentures, of value at least equal to the Current Value of the existing Debentures specified in the notice given under sub-paragraph (i) hereof.
  - (iii) If the said notification is in the affirmative, the Debenture holder shall within a period of 14 days from such written notification of the General Committee notify the General Committee in writing whether he wishes to proceed with the surrender.
  - (iv) If the Debenture holder notifies the General Committee that he wishes to proceed with the surrender, he shall, with the notification, send to the General Committee the Debentures desired to be surrendered together with a written authorisation to the General Committee in the prescribed form to surrender the Debentures to the Club on his behalf. In default of notification of intention to proceed and/or delivery of the Debentures and/or authorisation as aforesaid, the application for surrender shall be deemed to have lapsed.
  - (v) Upon receipt of such affirmative notification, together with the Debentures and authorisation, the General Committee shall endeavour to issue new Debentures equivalent to the Nominal Value or the Current Value of the said existing Debentures whichever is the lower to the applicant for Membership in the same class as the Debenture holder, but subject to the payment of a premium by the applicant which together with the Nominal Value shall be equivalent to the Current Value of the existing Debentures in the case where the Current Value of the said existing Debentures exceeds their Nominal Value. If the new Debentures are issued as aforesaid within 60 days of the notification under sub-paragraph (iv) hereof then and in that event the existing Debentures shall ~~he~~ be deemed to have been surrendered. The Club shall within 14 days of the issue of such new Debentures pay to the Debenture holder their Nominal Value or Current Value, whichever is the lower and to the extent the General Committee approves, such amount being not more than 50 per cent of the amount of any premium received by the Club from the applicant PROVIDED that where the amount previously paid by the Debenture holder should exceed the amount he would have received under the foregoing then the Club will pay to the Debenture holder such portion of the premium attributable to the Club and received by the Club from such applicant as is equivalent to such excess and also pay to him 50 per cent of the residue of such premium.

- (vi) Provided always that it shall be competent but not obligatory for the General Committee on behalf of the Club to accept surrender of Debentures by Debenture holders thereof and to pay out of the funds of the Club for such surrender the Nominal Value in full or the Current Value of such Debentures whichever is the lower without first seeking to obtain a re-issue of the Debentures surrendered.
- (vii) Upon the surrender of any Debentures the surrenderer shall ipso facto cease to be a ~~Member~~member of the Club.
- (viii) If the notification given by the General Committee pursuant to sub-paragraph (ii) hereof is in the negative, ~~the~~ Debenture holder shall be entitled to receive from the Club a certificate signed by its Secretary or Treasurer certifying that at the date of such certificate either that the applicable quota referred to in sub-paragraph (x) had been filled or that there was no person or company as the case may be, in the waiting list willing and able to take up new Debentures of a value equivalent to the Nominal Value or the Current Value of the existing Debentures, whichever is the lower, which the Debenture holder wishes to surrender and to pay a premium which together with the Nominal Value shall be equivalent to the Current Value of the existing Debentures. Until the Debentures shall have been surrendered pursuant to the provisions of this Article, the Debenture holder shall be entitled in writing to call for such certificate as aforesaid at intervals of 6 months and, in default of the issue of such a certificate within 21 days of call the Club shall be bound to accept a surrender of the Debenture holder's Debentures.
- (ix) Provided always that until such time that the quota for each ~~Membership~~Membership category has been filled, it shall not be obligatory for the General Committee to accept a surrender from a Debenture holder even though there may be an acceptable applicant for Membership as specified in sub-paragraph (ii) and in such case the provisions of sub-paragraph (viii) shall not apply.
- (x) Notwithstanding any of the foregoing, the General Committee may from time to time establish a quota for the surrender of Debentures and until so established, the quota shall be:-
  - (aa) in the case of surrenders pursuant to Article 37(b) (v), 10 in each year; ~~and~~
  - (bb) in the case of surrenders pursuant to Article 37-(b)-(vi), for those ~~Members~~members who may have suffered undue personal distress and tragedy to themselves or their family members which is of such nature and degree as may from time to time be determined by the General Committee in its absolute discretion to be appropriate for the surrender of their Debentures hereunder, 5 in each year.
- (xi) Notwithstanding any of the foregoing, the General Committee may, subject to payment of such fees and such terms and conditions as it may from time to time prescribe, accept a surrender of Debentures from a corporate Debenture holder for issue to another company which is its holding or subsidiary company within the meaning of ~~section 2~~sections 13 and 15 of the Companies Ordinance (~~Cap. 32~~Chapter 622) at the same Nominal Value and accept that other company as a ~~Member~~

~~member~~ in place of that corporate Debenture holder where the latter goes into voluntary liquidation ~~merely for the purpose of reconstruction, merger or amalgamation provided that if the General Committee should at any time in the future consider that such surrender and issue of Debentures was not within the provisions of this sub-paragraph, that other company is deemed to have violated these Articles and for such purpose, the General Committee may take any step against that other company under Article 51.~~

### Absent Members

38. (a) A ~~Member-member~~ can apply to the General Committee to be placed on the Absent Members' list if he is a resident of Hong Kong and is absent from Hong Kong for a period of not more than six months.
- (b) Any ~~Member-member~~ desirous of being placed on the Absent Members' list and paying Absent Members' subscription is required to give at least fourteen days' advance notice in writing to the General Committee of the date of his departure and the anticipated date of return before he leaves Hong Kong and in default of so doing he shall be liable for the full subscription.
- (c) Provided that if fourteen days' advance notice in writing shall have been given to the General Committee by any ~~Member-member~~ of his intended absence from Hong Kong for a period exceeding two consecutive months such ~~Member-member~~ shall pay such Absent Member's subscription as may be determined by the General Committee from time to time for each period of six or any less number exceeding three consecutive ~~calendar-calendar~~ months' absence. Upon his return to Hong Kong such ~~Member-member~~ shall within seven days thereafter notify the Secretary in writing of his return and irrespective of whether such notice is given or not his aforesaid liability to pay monthly subscriptions shall resume as from the date of his return to Hong Kong.
- (d) Any ~~Member-member~~ resident in Hong Kong between the first and last days of any calendar month shall be liable for his monthly subscription for that month. On being placed on the Absent Members' list the ~~Member-member~~ will be required to return to the Club all membership cards including family cards and vehicle labels.

No Absent Member may remain on the Absent members' list for a period exceeding six months from the date of his being placed thereon and on or before the expiration of such period the ~~Member-member~~ may apply for Associate Membership on payment of a lump sum amount as determined from time to time by the General Committee whereby the ~~Member-member~~ will retain right of access to the Club on his return to Hong Kong PROVIDED that if no application for Associate Membership is made before the expiration of such period, the General Committee may at any time thereafter by notice in writing terminate the Membership of such ~~Member-member~~ ~~and~~/or require such ~~Member-member~~ to surrender his Debenture to the Club pursuant to these Articles and upon such surrender, the Club shall pay to him the Nominal Value or Current Value of the Debentures whichever is the lower but nothing herein shall oblige the General Committee to terminate such Membership or require such surrender-.

### Resignation of Members

39. Any ~~Member-member~~ may resign from his Membership by giving notice in writing to the Secretary at any time previous to the commencement of a month and his resignation shall take effect as from the commencement of such month. A notice of resignation shall be accompanied by a request to the General Committee to accept a surrender of the Debentures of the resigning ~~Member-member~~ pursuant to Article 37 ~~hereof of Part B of the Articles~~ PROVIDED that his Debentures shall not have been forfeited. The rights and privileges associated with such Membership shall cease as from the effective date of his resignation notwithstanding that his surrender of Debentures may not be accepted by the Club under Article 37 ~~hereof of Part B of the Articles~~. No reinstatement of his Membership shall be permitted.

40. Save as provided by these Articles, the rights and privileges of a ~~Member-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-member~~ under these Articles.

41. Any person who shall for any reason whatsoever cease to be a ~~Member-member~~ shall nevertheless remain liable for and shall pay to the Club all subscriptions and ~~monies moneys~~ which at the time of his ceasing to be a ~~Member-member~~ shall be due from him to the Club.

#### Honorary ~~members-Members~~ and Life Members

42. The General Committee shall have the power to invite any person or persons to become Honorary ~~members-Members~~ of the Club, who are, in the opinion of the General ~~CommitteeCommittee~~, worthy of such distinction by reason of his or their position or dignity, sporting, literary, artistic or scientific attainments, or other suitable qualifications, or who have rendered ~~signalsignificant~~ services to the Club. All persons so invited shall be accorded the use of the Club premises and all the privileges of Full Members. They shall be exempt from taking up Debentures and shall pay no subscription but shall have no voice in the management of the affairs of the Club or voting rights at General Meetings. The General Committee shall have power in its absolute discretion to withdraw, cancel or suspend any such Honorary ~~membership Membership~~ and the privileges thereof if it shall in the interest of the Club think fit to do so.

43. On the recommendation of the General Committee a ~~Member-member~~ may be elected a Life Member at any General Meeting of the Club and shall thereafter be entitled to all the privileges of the class of Membership to which he originally belonged without paying the subscription for such Life Membership; a two-thirds majority of those present and voting shall be necessary at such election.

#### Honorary Presidents, Honorary Advisors and Honorary Club Sponsors

44. There shall be created the honorary posts of Honorary Presidents, Honorary Advisors and Honorary Club Sponsors. Any President who has retired after his period of office shall become an Honorary President so long as he remains a ~~Member-member~~. The General Committee shall have the power to invite any existing ~~Member-member~~ of the Club who is worthy of such distinction and honour, to become an Honorary Advisor or an Honorary Club Sponsor and the ~~Member-member~~ so invited shall become holder of the honorary post which he is invited to take up upon his acceptance of the invitation and upon his making a loan (the amount of which is from time to time determined by the General Committee) to the Club for the purpose of advancing or promoting its causes, PROVIDED that that ~~Member-member~~ shall only be entitled to hold the honorary post so long as he remains a ~~Member-member~~ of the Club and the loan so made in connection therewith shall be on such terms and conditions as shall be decided by the General Committee after consultation with the ~~Member-member~~ provided that they shall not in any way be

inconsistent with the provisions contained in the ~~Memorandum and~~ Articles of ~~Association of~~ the Club. The number of honorary post of Honorary Advisor or Honorary Club Sponsor created under this Article shall not exceed thirty in respect of each category of such posts-

### Patron

45. The General Committee with the sanction of the Club in General Meeting may appoint one or more Patrons.

### Visitors and Guests

46. Every ~~Member-member~~ (save and except ~~Members-members~~ of the class described in Article 13 ~~hereof of Part B of the Articles~~) shall be allowed to introduce overseas or transient visitors not being residents of Hong Kong to the privileges of the Club premises for such a period or periods, subject to the Bye-laws and upon payment of such fees as the General Committee may from time to time determine for each visitor.

47. Every ~~Member-member~~ shall have the right to introduce local residents to the privileges of the Club premises subject to such terms and conditions as the General ~~Committe~~Committee or the Bye-laws may from time to time determine PROVIDED that ~~Members-members~~ shall not in any event exercise this right in the case of any one guest or visitor more often than once during every one month for the use of recreational and sporting facilities.

48. The names of the visitors or guests introduced under the two preceding Articles must be entered in the Visitors Book kept for that purpose.

49. The introducer of the visitor or guest shall be liable for all amounts which may be due from the visitor or guest to the Club.

50. Subject to Article 76(g) ~~hereof of Part B of the Articles~~, only ~~Members-members~~ and persons having the special permission of the General Committee shall be permitted to compete for any cups, prizes or stakes presented to or awarded by the Club or by private persons or to enter any golf or tennis tournaments, yacht races or other sports competitions or meetings held by or under the auspices of the Club.

### General Provisions with regard to Membership

51. (a) If any ~~Member-member~~ (including for the purpose of this Article, an Honorary ~~member~~ Member or Life Member) shall:-
- (i) ~~be guilty of have committed~~ any act, conduct or behaviour, whether inside or outside of the premises of the Club, which may be injurious or detrimental to the interests (including character or reputation) of the Club;
  - (ii) violate any of these Articles or the Bye-laws;
  - (iii) being an individual, be adjudicated a bankrupt;
  - (iv) being a limited company, go into involuntary liquidation;
  - (v) suspend payment to or compound with his creditors generally or be unable to pay his debts within the meaning of any applicable legislation relating to insolvency,



- bankruptcy, liquidation or winding up;
- (vi) commit any criminal offence which makes him liable to imprisonment (save and except any traffic offence);
  - (vii) being an employee of governmental or quasi-governmental or public body, be dismissed from its employment with disgrace;
  - (viii) fail to take up the requisite number of units of Debentures in accordance with Article 36 ~~hereof~~ Part B of the Articles within one month after the date of notification of approval of his candidature for Membership (if applicable);
  - (ix) fail to pay any amount or any of the instalments due on the Debentures referred to in sub-paragraph (viii) above within one month after the date on which a request for payment thereof is sent to him;
  - (x) fail to pay any subscriptions or monies due to the Club within seven days after the date on which a request for payment thereof is sent to him;

the General Committee may act in accordance with sub-paragraph (b) below.

- (b) in the event of the occurrence of any of the events described in sub-paragraph (a) above in connection with any ~~Member~~ member, the General Committee may meet and shall have power by a resolution (whether obtained prior to, at or subsequent to such meeting) of:-
  - (i) three quarters of the members of the General Committee holding office at the date of such meeting to reprimand such ~~Member~~ member or, suspend such ~~Member~~ member for a period not exceeding 24 months as it deems fit, or terminate the Membership of such ~~Member~~ member from such date as it deems fit; or
  - (ii) all the members of the General Committee holding office at the date of such meeting to expel such Member from the Club.
- (c) Written notification of any decision of the General Committee shall be sent to such ~~Member~~ member by registered post.
- (d) The General Committee shall cause a full minute of any such meeting to be made by the Secretary. Upon application in writing by such ~~Member~~ member and after payment by him of the costs therefor, a transcript of the said minute shall be furnished to him.
- (e) The name of any ~~Member~~ member terminated or expelled under sub-paragraph (b) above shall be deleted from the list of ~~Members~~ members and with effect from the date of termination or expulsion, he shall cease to be a ~~Member~~ member.
- (f) Subject to Article ~~31 hereof~~ 41 of Part B of the Articles, where a ~~member~~ Member is terminated, expelled, suspended or resigns during the period of his suspension imposed upon him under Article ~~41(b),51(b)~~ of Part B of the Articles, the rights and privileges (including any right to claim for the property of the Club) associated with his Membership shall cease as from the effective date of his termination, expulsion, resignation or for such period of suspension as the case may be without prejudice to his rights if any under

Articles 5(b)~~(i)~~, 36(g) and/or 3737 of Part B of the Articles.

52. (a) When any ~~member Member~~ has been reprimanded, suspended, terminated or expelled under Article 51(b)~~(i)~~ of Part B of the Articles, such ~~member Member~~ shall be entitled within fourteen days from the receipt of the written notification of the General Committee under Article 51(c) of Part B of the Articles to lodge with the Secretary a notice of appeal in writing to the Members' Council against the decision of the General Committee.
- (b) Upon receipt of the notice from such ~~member Member~~, the Secretary shall summon a meeting of the Members' Council with not less than fourteen days' prior written notice.
- (c) If such ~~member Member~~ wishes to be legally represented at any such meeting he shall apply to the Members' Council for its consent to such representation.
- (d) The Members' Council may have its legal ~~advisors advisers~~ present at any such meeting.
- (e) If such ~~member Member~~ does not speak English fluently and desires to have the services of an interpreter then upon four clear days' notice of this being given by such ~~member Member~~ arrangements will be made for the attendance of a suitable interpreter who shall not be an employee of the Club. The selection of the interpreter shall be in the absolute discretion of the Secretary and the costs thereof shall be for the account of such ~~member Member~~ who shall deposit such amount as the Secretary may require on account of such costs.
- (f) If such ~~member Member~~ shall appear at the meeting, the Members' Council shall in his presence hear the evidence against him, if any and shall hear the ~~member Member~~ or his legal representative and such evidence as is adduced on his behalf. The Members' Council may from time to time adjourn such meeting, conduct such inquiries into and call for and receive any evidence on the subject matter in any manner as it deems fit, consider any evidence and address as such ~~member Member~~ may submit and fix a deadline by which such ~~member Member~~ may submit his evidence and address. For the avoidance of doubt, any persons (including the ~~member Member~~ in question) giving evidence before the Members' Council may be examined, cross-examined and re-examined by the Council and/or the ~~member Member~~ or his legal representative.
- (g) If within 15 minutes after the time for which the meeting was called such ~~member Member~~ shall not appear at the meeting, the Members' Council may in his absence hear the evidence against him and may decide upon the matter as it deems fit.
- (h) Any such meeting of the Members' Council shall be conducted in accordance with Article 61 of Part B of the Articles.
- (i) Any decision of the Members' Council on any of the aforesaid matters considered at any such meeting shall be final and conclusively binding on such ~~member Member~~. Any decision on the appeal by such ~~member Member~~ on his reprimand, suspension, termination or expulsion may be notified to him orally but written notice thereof shall be sent to him by registered post.
- (j) The Secretary shall cause a full ~~minute minutes~~ of any such meeting to be made. Upon application in writing by such ~~member Member~~ and after payment by him of the costs

~~therefor. thereof,~~ a transcript of the said ~~minutes~~ shall be furnished to him.

53. In the event of any termination of Membership of any ~~member~~ Member, it shall be lawful for the General Committee at its discretion and on the written application of such ~~member~~ Member and after enquiry, to reinstate his Membership and restore his name to the list of ~~members~~ Members upon payment of all amounts due and such penalties and such terms and conditions as may be imposed by the General Committee. Without limiting the generality of the foregoing, the Club may from time to time by Special Resolutions of ~~members~~ Members in General Meetings establish a quota for reinstatement of Membership herein and until so established, the quota shall be 5 in each year, but nothing herein shall oblige the General Committee to fulfil such quota each year. No reinstatement of Membership shall however be permitted to any ~~member~~ Member who has been expelled.

54. Acceptance of Membership (including for the purpose of this Article. Honorary ~~membership~~ Membership and Life Membership) binds each ~~member~~ Member to the observance of these Articles and the Bye-laws for the time being in force of the Club.

### **The General Committee**

55. The management of the affairs of the Club and the use of its funds and the property belonging to it 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 clerks ~~and~~, officials and other employees of the Club including but not limited to the General Manager, Secretary and Treasurer as it deems necessary for carrying on the activities of the Club. The appointment of such persons as are hereinbefore mentioned shall be upon such terms and conditions as the General Committee shall in its absolute discretion deem fit.

56. The General Committee shall consist of the Chairman and such number of Deputy Chairmen as may from time to time be determined by the Members' Council. Each of the President, the Honorary Presidents, Committee Co-ordinator, General Manager and Secretary shall have the right to attend the meetings of the General Committee as an observer unless the General Committee otherwise refuses his right of attendance on any particular occasion. The General Committee may invite, as an observer to attend meeting(s) of the General Committee, any person with special qualification, knowledge or expertise in a particular subject which the General Committee thinks will be conducive to the business to be conducted or matters to be considered in such meeting(s).

~~57.~~ 56A. The term of office of a member of the General Committee shall be limited to eight consecutive years, after which he shall not be eligible to serve in the General Committee other than as the Chairman. After at least one year of not serving in the General Committee, such member Member may serve again if he is so elected, and his term of office in General Committee shall commence afresh.

~~56B.~~ 56B. There shall be no limit on the aggregate period of service of a member of the General Committee. The term of office of a member of the General Committee and the eight-year period shall start to run when a member Member starts serving in the General Committee and not from the date on which Articles 56A to 56C of Part B of the Articles came into effect.

~~56C.~~ 56C. The term of office of the Chairman shall be limited to four consecutive years. Notwithstanding the aforesaid Articles, in exceptional circumstances, with the approval of the Members' Council, the said limit may be extended by 2 years.

57. Members of the General Committee may meet together on a regular basis for the despatch of

business and at least 6 times per year. The General Committee may adjourn, or otherwise regulate their meetings as they may think fit. Meetings of the General Committee, if so thought fit, may be held in a virtual manner, including but not limited to via telephone, computer software and mobile phone applications, in which case the notice of such a meeting shall specify the manner in which the meeting will be held and all necessary details enabling participation. Each member shall have 1 vote and in the case of an equality of votes the Chairman shall have a second or casting vote. Questions arising at any meeting shall be decided by a majority of votes. Any 2 members of the General Committee may, and the Secretary on the requisition of any such 2 members shall, at any time summon a meeting of the members of the General Committee with not less than 14 days' prior written notice for such meeting. It shall not be necessary to give notice of a meeting of such members to any member for the time being absent from Hong Kong. No member of the General Committee may attend any meeting or vote at any meeting by proxy or attorney.

58. The quorum for the transaction of the business of the General Committee shall be fixed by its members and until so fixed, the quorum shall be four (4), one of whom must be the Chairman or in his absence the Acting Chairman.

59. The Chairman or in his absence the Acting Chairman shall, take the chair at every meeting of the General Committee.

60. Members of the General Committee shall hold office for so long as they hold their respective offices as the Chairman and Deputy Chairman respectively.

#### **Members' Council**

61. (a) There shall be a Members' Council of the Club whose function is to provide a forum for the appointment and removal of the Chairman and Deputy Chairmen and the establishment of Sub-Committees under the General Committee and proper procedures for administration of such Sub-Committees and for hearing appeals by any ~~member~~ Member against any decision of the General Committee to reprimand, suspend, terminate or expel him under Article 51 of Part B of the Articles.
- (b) Unless otherwise determined by the Club in General Meeting, the Members' Council shall consist of not more than 20 elected members being the Chairman and such number of Deputy Chairmen and committee members as may from time to time be determined by the Members' Council, PROVIDED that each of the President, Committee Co-ordinator, General Manager and Secretary shall have the right to attend any meeting of the Members' Council as an observer. Of the elected members, no less than 3 members shall be elected or co-opted from Marina Members and Company Marina Members and no less than 3 members shall be elected or co-opted from Founder Members, Full Members and Company Members.
- (c) Members of the Member's Council may meet together on a regular basis for the despatch of business and at least 6 times per year, adjourn, or otherwise regulate their meetings as they think fit. The Chairman shall, when present, take the chair at every meeting of the Members' Council, and in his absence the members of the Members' Council present may appoint some other member to act as chairman at such meeting. Meetings of the Members' Council, if so thought fit, may be held in a virtual manner, including but not limited to via telephone, computer software and mobile phone applications, in which case the notice of such a meeting shall specify the manner in which the meeting will be held and all necessary details enabling participation.

- (d) Questions arising at any meeting of the Members' Council shall be decided by a majority of votes. Each of the elected members shall have 1 vote. In the case of an equality of votes the chairman shall have a second or casting vote. Any 3 members of the Members' Council may, and the Secretary on the requisition of such 3 members shall, at any time summon a meeting of the Members' Council with not less than 14 days' prior written notice for such meeting. It shall not be necessary to give notice of a meeting of the Members' Council to any member for the time being absent from Hong Kong.
- (e) The quorum necessary for the transaction of business of the Members' Council may be fixed by its members, and unless so fixed shall be 6, three of whom must be members of the General Committee.

#### **Term of Office of Members of Members' Council**

62. The term of office of the President and any of the elected members of the Members' Council (including the term of office of such elected member in his post as Chairman or Deputy Chairman) is until the conclusion of the second Annual General Meeting following his election, i.e. for two years, when he shall retire from office. Any such person retiring shall be eligible for re-election as the President or a member of the ~~Members Council, as the case may be.~~ Members' Council, as the case may be. If a member of the Members' Council is elected as Chairman or Deputy Chairman in his second year serving on the Members' Council, and following his retirement after serving for two years on the Members' Council he is re-elected as a member of the Members' Council, such member shall automatically continue to serve as Chairman or Deputy Chairman for one year, after which he may sit for re-election as the Chairman or Deputy Chairman. The automatic continuation shall only apply to the first two years of term as the Chairman or Deputy Chairman. This Article is subject to the limits on the terms of office of a member of the General Committee and the Chairman under Articles 56A to 56C.

#### **Election of ~~members~~ Members of the Members' Council**

63. Election of the President and the elected members of the Members' Council shall be at the Annual General Meeting or, in case of emergency, at any ~~Extraordinary~~ Special General Meeting convened for the purpose.

- 64. (a) As the titular head of the Club, the President shall be entitled to respect and honour from all ~~members~~ Members and shall accordingly endeavour to make himself available to advise the Club and any ~~Member~~ member who may wish to consult him.

(b) The Chairman shall be the chief executive officer of the General Committee and unless otherwise determined by the General Committee, shall represent the General Committee in all matters with any external body or organisation. If he is absent from Hong Kong, or incapacitated as a result of illness for a period of more than ~~314~~ consecutive days, he shall appoint one of the Deputy Chairmen of the General Committee as the Acting Chairman to act on his behalf in discharging his duties, provided that such appointment should not in any one single instance exceed ~~2130~~ consecutive days or ~~3060~~ days in aggregate within a period of 1 year without the prior approval of the Members' Council. If the Members' Council does not give its approval, the Chairman shall resign, and the Members' Council may choose to elect among its elected members a new Chairman in the manner stipulated

in Article 69 of Part B of the Articles, and in that event, the past Chairman may still remain as a member of the Members' Council.

~~(b)~~

65. (a) Nominations for election of the President and elected members of the Members' Council shall be conducted as follows:

(i) At least 1428 days before the General Meeting, the General Committee shall by circular declare nominations open, and invite nominations, ~~and at the same time,~~ Not earlier than 14 days before the General Meeting it shall declare the nominations closed, notify members ~~Members~~ of the nominees that it intends to put before the General Meeting. ~~Not earlier than 7 days before the General Meeting it shall declare the nominations closed~~ and notify all members ~~Members~~ of additional nominees, if any, who will be standing for election at the ~~General~~General Meeting.

(ii) All nominations for the posts of President and membership of the Members' Council must be submitted in writing to the Secretary by each proposer prior to 5:00 p.m. on the closure date for nominations.

(iii) The nominations must be signed by the proposer and seconder, and include a statement over the signature of the proposed candidate of his willingness to accept office if elected.

(b) The proposer and seconder shall be members ~~Members~~ referred to in Article 9495 of Part B of the Articles hereunder.

66. (a) As soon as the elected members of the Members' Council have taken their offices each year after any Annual General Meeting, they shall immediately meet to elect the Chairman and such number of Deputy Chairmen of the General Committee (if the post of Chairman or posts of Deputy Chairman as the case may be, has or have become vacant due to retirement by virtue of Article 62) of Part B of the Articles, from among themselves. Until otherwise determined by the Members' Council, there shall be the following 78 Deputy Chairmen: -

(i) Deputy Chairman for Golfing Charity and Outreach;

(ii) Deputy Chairman for Operations Country Club;

~~(iii) Deputy Chairman for Finance;~~

~~(iv) Deputy Chairman for Food and Beverages;~~

~~(v) Deputy Chairman for Golf;~~

~~(vi) Deputy Chairman for Marina;~~

~~(vii) Deputy Chairman for Membership and~~

~~(iii)(viii) Deputy Chairman for Planning and Development;~~

~~(iv) Deputy Chairman for Sports and Recreation;~~

~~(v) Deputy Chairman for Membership;~~

~~(vi) Deputy Chairman for Marina; and~~

~~(vii) Deputy Chairman for Finance~~

- (b) The Deputy Chairman for Golfing must be a Founder Member, Full member or the nominee of a Company ~~member~~Member, whether ~~he~~she is elected or co-opted.
- (c) The Deputy Chairman for Marina must be a Marina Member or the nominee of a Company Marina Member, whether he is elected or co-opted.

#### **Removal of Members of Members' Council from Office**

- 67. (a) The Chairman or any of the elected members of the Members' Council may be removed from office before the expiration of his period of office by:
  - (i) an Ordinary Resolution of the Club in General Meeting;
  - (ii) an appropriate resolution requiring a simple majority of those members of the Members' Council present and voting (except the member concerned) if he fails to attend 3 consecutive meetings of the General Committee or Members' Council without leave of absence or if he becomes a lunatic or is of unsound mind, or if he is physically or mentally incapable of performing the functions of a member of the General Committee or Members' Council, or if he becomes a bankrupt, suspends payment or compounds with his creditors, or if he is directly or indirectly interested in any contract or arrangement (being a contract or arrangement of significance in relation to the Club's business) with the Club and, if his interest in the contract or arrangement is material, fails to declare the nature of his interest in the manner specified in ~~section 162~~sections 536 to 538 of the Companies Ordinance (for which purpose all members of the General Committee or (as the case may be) Members Council being treated as directors mentioned in ~~that section~~those sections). A member shall not vote in respect of any contract or arrangement in which he is interested or any matter arising thereof, and if he does so vote his vote shall not be counted; or
  - (iii) an appropriate resolution requiring two-thirds of those members of the Members' Council present and voting (except the member concerned) if he commits any acts that may tarnish the image of the Club, Members' Council, General Committee or any of the Sub- Committees or acts that are calculated to cause inconvenience to other members of the Members' Council, if he fails to perform to the standard that is expected of him as a member of the Members' Council, General Committee or any of the Sub-Committees, or on any other ground so determined by the Members' Council at such meeting.
- (b) (i) A proposal to remove a member of the Members' Council must be respectively moved and-seconded by 2 ~~members~~Members, be put in writing stating the grounds for removal and submitted to the Members' Council. The Secretary shall then serve all

~~members~~ ~~Members~~ notice of such proposal at least 14 days prior to the meeting of the Members' Council scheduled to consider that particular proposal.

- (ii) The member to be removed may choose to defend himself in person or in writing. An application to be represented by legal counsel or any other person, must be made by him in writing and sent via registered post to the Secretary, but the Members' Council shall have the sole discretion to accept or refuse such application.
- (iii) The appropriate resolution to remove any member of the Members' Council must be served on the member concerned in writing via registered post within 7 days after the appropriate resolution is made.
- (c) If after 15 minutes of the time of the meeting of the Members' Council scheduled to consider the proposal to remove a member of the Members' Council, no quorum can be formed to conduct business, the meeting shall be automatically adjourned for 14 days, and the notice of adjournment shall be served by the Secretary in writing on all members of the Members Council concerned via registered post. At the adjourned meeting, the number of members present shall automatically constitute a sufficient quorum to consider the proposal and to pass appropriate resolution.
- (d) Any matters which may not be resolved by the Members' Council in the manner stipulated in this Article shall be resolved by an Ordinary Resolution of the Club in General Meeting.

### Resignation

68. Notwithstanding anything in the Articles to the contrary, the President or any member of the Members' Council shall be entitled to resign on giving to the General Committee or Members' Council notice in writing. If the President or any member of the Members' Council ceases to be a ~~member~~ ~~Member~~ or nominee of a ~~member~~ ~~Member~~ under the Articles, he shall ipso facto cease to be the President or (as the case may be) a member of the Members' Council.

### Filling Casual Vacancies in Members' Council or General Committee

69. The powers to co-opt any person to fill up a casual vacancy in the President, the Members' Council or General Committee as a result of resignation, removal or insufficient number of members shall be vested in the Members' Council subject to the following conditions:

- (a) A Founder Member, Group A or B, Full Member, Country Club Member or Marina Member or a nominee of any Founder Member, Group C, Company Member, Company Country Club Member or Company Marina Member shall be co-opted to fill any vacancy occurring in the post of the President and other elected members of the Members' Council but the ~~member~~ ~~Member~~ so chosen shall be subject to the same conditions as to requirements of office as set out in these Articles and tenure of office as his predecessor.
- (b) If the vacancy is at the General Committee level, only one of those existing members of the Members' Council elected at a General Meeting may be co-opted to fill such vacancy.
- (c) If the vacancy is the Chairman, only one of the Deputy Chairmen may be co-opted to fill such vacancy.



- (d) Subject to the foregoing, the Members Council shall have power to co-opt a Founder Member, Group A or B, Full Member, Country Club Member or Marina Member or a nominee of any Founder Member, Group C, Company Member, Company Country Club Member or Company Marina Member to act in place of any member of the Members' Council who is temporarily absent from Hong Kong and any such co-opted member shall cease to act as a member of the Members' Council on the return to Hong Kong of the member who was temporarily absent.
- (e) Each member of the Members' Council shall not hold more than 1 post unless he has otherwise obtained the consent of the Members' Council.
- (f) Subject as herein provided, in the event of the members of the Members' Council falling below 7, the continuing members shall have power to act only for the purposes of filling up the vacancies in their body by convening a General Meeting for the purpose of electing additional members to the Members' Council and such General Meeting shall be conducted as far as possible in the manner prescribed by these Articles or by the Companies Ordinance.

#### **General Committee - Sub-Committees**

- 70. (a) The Members' Council shall have power to appoint such number of Sub-Committees under the General Committee as it deems fit.
  - (b) The Members' Council may from time to time appoint or remove any ~~member~~ Member as the Committee Co-ordinator.
  - (c) Each of the Deputy Chairmen and the Committee Co-ordinator may establish a Sub-Committee under the General Committee subject to these Articles. Until otherwise determined by the Members' Council the ~~78~~ Deputy Chairmen under Article 66(a) of Part B of the Articles and the Committee Co-ordinator may establish Sub-Committees respectively for the Club's ~~Golfing, Operations, Charity and Outreach, Country Club, Finance, Food and Beverages, Golf, Marina, Membership and~~ Planning and Development, Sports and Recreation, Membership, Marina Finance and publication for the purposes of planning, formulating and recommending policies in each of the said respective areas for consideration by the General Committee and executing the policies and directions determined by the General Committee.
- 71. (a) Within 14 days after the General Meeting at which the members of the Members' Council were elected, each of the Deputy Chairmen and Committee Co-ordinator shall submit a proposal on the membership and the administrative, meeting and decision framework of his relevant Sub-Committee to the Members' Council for its approval. Such framework of each Sub-Committee may from time to time be changed by the Members' Council.
  - (b) A member of each Sub-Committee (except the Deputy Chairman) shall hold office for a term of one year from the date of his appointment. A retiring member of each Sub-Committee shall be eligible for re-appointment. Apart from the relevant Deputy Chairman of each Sub-Committee and the Committee Co-ordinator, a person other than a ~~member~~ Member may be appointed as a member of the Sub-Committee. No member in one Sub-Committee may serve on another Sub-Committee unless the Members' Council

otherwise permits.

- (c) The Deputy Chairman in any particular area shall ex officio be the chairman of the Sub-Committee for that area. Questions arising at any meeting of each Sub-Committee shall be decided by a majority of votes. Each member of a Sub-Committee shall have 1 vote. In the case of an equality of votes the chairman shall have a second or casting vote. Meetings of a Sub-Committee, if so thought fit, may be held in a virtual manner, including but not limited to via telephone, computer software and mobile phone applications, in which case the notice of such a meeting shall specify the manner in which the meeting will be held and all necessary details enabling participation.
  - (d) The quorum necessary for the transaction of business of each Sub-Committee may be fixed by its members in the absence of any directions of the Members' Council.
72. (a) A member of any Sub-Committee (except the Deputy Chairman and the Committee Co-ordinator) may be removed from office before the expiration of his period of office by:
- (i) an appropriate resolution requiring a simple majority of the members of the General Committee present and voting if he fails to attend 3 consecutive meetings of such Sub-Committee without leave of absence, or if he becomes a lunatic or is of unsound mind, or if he is physically or mentally incapable of performing the functions of a member of such Sub-Committee, or if he becomes a bankrupt, suspends payment or compounds with his creditors or if he is directly or indirectly interested in any contract or arrangement (being a contract of significance in relation to the Club's business) with the Club and, if his interest in the contract or arrangement is material, fails to declare the nature of his interest in manner specified in ~~section 162~~sections 536 to 538 of the Companies Ordinance (for which purpose all members of such Sub-Committee being treated as directors mentioned in that section). A member shall not vote in respect of any contract in which he is interested or any matter arising thereof, and if he does so vote his vote shall not be counted; or
  - (ii) an appropriate resolution requiring two-thirds of those members of the General Committee present and voting if he commits any acts that may tarnish the image of the Club or such Sub-Committee or acts that are calculated to cause inconvenience to other members of such Sub-Committee, if he fails to perform to the standard that is expected of him as a member of such Sub-Committee, or on any other ground so determined by the General Committee at such meeting.
- (b) (i) A proposal to remove a member of any Sub-Committee must be respectively moved and seconded by 2 ~~members~~Members, be put in writing stating the grounds for removal and submitted to the General Committee. The Secretary shall then serve all ~~members~~ Members notice of such proposal at least 14 days prior to the meeting of the General Meeting scheduled to consider that particular proposal.
- (ii) The member to be removed may choose to defend himself in person or in writing. An application to be represented by legal counsel or any other person, must be made by him in writing and sent via registered post to the Chairman, but the General Committee shall have the sole discretion to accept or refuse such application.
  - (iii) The appropriate resolution to remove a member of any Sub-Committee must be

served on the member concerned in writing via registered post within 7 days after the appropriate resolution is made.

- (c) If after 15 minutes of the time of the meeting of the General Committee scheduled to consider the proposal to remove a member of any Sub-Committee no quorum can be formed to conduct business, the meeting shall be automatically adjourned for 14 days, and the notice of adjournment shall be served by the Secretary in writing on all members of the General Committee concerned via registered post. At the adjourned meeting, the number of members present shall automatically constitute a sufficient quorum to consider the proposal and to pass appropriate resolution.
- (d) A member of any Sub-Committee (except the Deputy Chairman and the Committee Co-ordinator) shall be entitled to resign on giving to such Sub-Committee notice in writing. Either the Members' Council or if it does not, such Sub-Committee shall have power to co-opt any person to fill any casual vacancy occurring in the Sub-Committee (except the Deputy Chairman and the Committee Co-ordinator) but the person so chosen shall be subject to the same conditions as to tenure of office as his predecessor. Either the Members' Council or if it does not, such Sub-Committee shall also have power to co-opt any person to act in place of any member of the Sub-Committee who is temporarily absent from Hong Kong and any such co-opted member shall cease to act as a member of such Sub-Committee on the return to Hong Kong of the member who was temporarily absent.

#### **Powers of the General Committee**

73. The General Committee shall have power from time to time to appoint, remove or suspend such paid or unpaid agents or servants, golf professional or other professional sportsmen of the Club for permanent, temporary or special services, as it may from time to time think fit, and to fix or adjust their salaries or emoluments.

74. 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, to the provisions of the Companies Ordinance ~~Cap. 32~~(Chapter 622) and to such directions or resolutions, not being inconsistent with the said regulations or provisions, as may be prescribed by the Club in General Meeting; but no direction or resolution made by the Club in General Meeting shall invalidate any prior act of the General Committee which would have been valid if such direction or resolution had not been made.

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

- (a) To determine who shall be entitled to sign on the Club's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents, PROVIDED that all bills, acceptances, endorsements or cheques must be signed by one member of the General Committee and either a second member of the General Committee or a senior management executive of the Club authorised by the General Committee for such purposes, save that bills, acceptances, endorsements or cheques up to an amount as determined by the General Committee from time to time may be signed by two senior management executives of the Club authorised by the General Committee for such purpose.

- (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 it may think fit.
- (c) To secure the fulfilment of any contracts or engagements entered into by the Club by mortgage or charge of all or any of the property of the Club for the time being or in such other manner as it may think fit.
- (d) To appoint and at its discretion remove or suspend such officers, clerks, agents, professionals and servants for temporary, permanent or special services as it may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amounts as it 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 ~~to~~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 monies~~ payable to the Club and for the claims and demands of the Club.
- (i) To invest and deal with any ~~monies moneys~~ of the Club not immediately required for the purpose thereof in such manner as it may think fit and from time to time to 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 it may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes 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, on bonds or debentures or otherwise as it thinks fit, and it may cause or permit such bonds, debentures or obligations to be redeemed or transferred as it may think fit, PROVIDED that the General Committee may not borrow more than HK\$5,000,000.00 in any one transaction without the authority of an Ordinary Resolution of the Club in General Meeting but this proviso shall not apply to the issue of Debentures or Certificates pursuant to Article 36 ~~hereof~~ Part B of the Articles or Marina A certificates or Marina B certificates pursuant to Article 26(e) ~~hereof~~ Part B of the Articles and PROVIDED further that this sub-paragraph shall

not be applicable to any agreement or arrangement with any third parties for the construction, completion and management of the Marina facilities or Lodgewing facilities or any part thereof which may or may not involve any financing from any third parties or borrowing by the Club in connection therewith.

76. The General Committee shall have power to make and from time to time add, replace, alter and repeal any or all of the Bye-laws as it may deem necessary or expedient or convenient for the proper management and use of all the facilities of the Club and in particular but not exclusively it may by such Bye-laws regulate or determine: -

- (a) The penalties or fines for the violation of or in connection with the enforcement of these Articles or of the Bye-laws, or for conduct detrimental to the welfare of the Club and the enforcement or remission of such penalties or fines.
- (b) The subscription dues or other payments other than Debentures payable by persons in all classes of Membership.
- (c) The green fees, mooring and berthing fees and other charges for the use of the Club's Country Club facilities, Golf facilities, Marina facilities, Lodgewing facilities or other facilities and other charges payable by members ~~Members~~ and visitors or guests.
- (d) The fees (if any) payable by Honorary members ~~Members~~ and/or visitors or guests and the rights and privileges of such persons.
- (e) The times of opening and closing of the golf courses, grounds, Club houses, Marina facilities, Lodgewing facilities or any part of the Club premises.
- (f) The regulations to be observed by members ~~Members~~ or visitors playing any games or using any of the facilities on the Club premises.
- (g) The conditions and regulations of competitions held by the Club and such class or classes of Membership entitled to play therein.
- (h) The conduct of Members in relation to one another and to the servants of the Club.
- (i) The setting aside or reservation of any part or parts of the Club premises for particular purposes.
- (j) Suspension of members ~~Members, Memberships~~ ~~memberships~~ and their rights and privileges if they are guilty of serious infractions of the Bye-laws or any regulations or conditions made thereunder.
- (k) The prohibition of particular games on the Club's premises entirely or at any particular time.
- (l) And generally all such matters as are commonly the subject matter of the Rules of the Club.

77. A resolution in writing signed by all the members of the General Committee, Sub-Committee or

Members' Council, as the case may be (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, Sub-Committee or Members' Council duly convened and held as the case may be.

78. All acts done by any meeting of the General Committee, Sub-Committee or Members' Council, or by any person acting as a member of such meeting of the General Committee, Sub-Committee or Members' Council, 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, Sub-Committee or Members' Council 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, Sub-Committee or Members' Council or as the case may be.

#### **Reserve Fund**

79. (a) The Club shall have a reserve fund to which shall be credited such sum or sums from time to time as the General Committee shall decide.
- (b) The capital of the reserve fund may only be withdrawn and applied in such amounts and in such manner as shall be approved by a Special Resolution of the Club in General Meeting-.
- (c) The income of the reserve fund may be withdrawn and applied in such amounts and in such manner as shall be approved by the ~~by the~~ General Committee in its absolute discretion.

#### **~~SEAL~~ Seal**

80. The Secretary shall cause the Seal of the Club to be kept. Subject to the provisions of Article 36(~~i~~), of Part B of the Articles, the Seal of the Club shall only be affixed pursuant to a resolution of the General Committee and in the presence of any two members of the General Committee to all instruments requiring to be sealed and all such instruments shall be signed by any two members of the General Committee in whose presence the Seal shall have been affixed.

#### **~~ACCOUNTS~~ accounts**

81. The General Committee must keep accounting records that shall cause true accounts to be kept of the moneys received and expended, and of the assets, credits and liabilities ~~shall cause true accounts to be kept of the moneys received and expended, and of the assets, credits and liabilities~~ of the Club.

- (i) comply with Subdivision 2 of Division 4 of Part 9 of the Companies Ordinance, and
- (ii) enable the members of the General Committee to prepare financial statements for each financial year in accordance with Subdivision 3 of Division 4 of Part 9 of the Companies Ordinance.

82. (a) The accounts shall be made up to and closed on the 30th day of June in each year. A balance sheet containing a summary of assets and liabilities of the Club shall be prepared and audited by the firm of accountants appointed by the Club at the Annual General Meeting for the preceding year or in accordance with ~~section 131 of~~ the Companies Ordinance. The balance sheet shall be signed by the Chairman and by at least two other members of the General Committee and the Auditors' report shall be attached to such a balance sheet.

- (b) Twenty-one clear days at least before each Annual General Meeting: a copy of the financial statements together with the General Committee's report and the Auditor's report ~~balance sheet together with the Auditors' report~~ shall be posted or sent to every ~~member~~ Member not on the list of Absent Members.

83. Auditors shall be appointed and their appointment, remuneration rates and duties shall be regulated in accordance with ~~sections 131, 132, 133, 140, 140A, 140B and 141 of~~ the Companies Ordinance, the members of the General Committee being treated as the directors mentioned in those sections.

### **Meetings**

#### **Meetings - General Meetings, Annual General Meetings and Special General Meeting**

84. Only Founder Members, Full Members, Country Club Members, Company Members, Company Country Club Members, Social Members, Company Social Members, Marina Members, Company Marina Members and Life Members who had been Members of the aforesaid categories shall have the right to vote and propose resolutions at General 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. All other classes of Membership shall have the right to receive notice of and to attend at General Meetings of the Club but such attendance shall only be for the purpose of enabling such ~~members~~ Members to hear what takes place at such General Meetings as aforesaid and such ~~members~~ Members shall not be entitled in any way to vote at or participate in or have a voice in the affairs of the Club or the management thereof save to attend at such General Meetings as aforesaid, PROVIDED always that the General Committee shall have power, when it deems desirable, to direct that notice of any General Meetings shall be given to all the other classes of Membership and that they shall be invited to attend and speak thereat but such notice and invitation shall not give such persons any right to vote or otherwise participate in the affairs or management of the Club. General Meetings, if so thought fit by the General Committee, may be held in a virtual manner, including but not limited to via telephone, computer software and mobile phone applications, in which case the notice of such a General Meeting shall specify the manner in which the General Meeting will be held and all necessary details enabling participation.

85. Subject to section 107 of Schedule 11 to and sections 611, 612 and 613 of the Companies Ordinance, ~~o~~ Once every year there shall be an Annual General Meeting of the Club to be held in accordance with section 610 and such meeting shall be convened by 21 days notice and to be held upon a date and time to be fixed by the General Committee for the following purposes:

- (a) To receive from the General Committee ~~its~~ report, financial statements ~~balance sheet and statement of accounts~~ together with a copy of the Auditor's report for the preceding accounting reference ~~financial~~ period.
- (b) To decide on any resolution which may be duly submitted to the Annual General Meeting, PROVIDED that any ~~member~~ Member desirous of moving any resolution at the Annual General Meeting shall give notice thereof in writing to the Club Office not less than 28 days before the date of such General Meeting.
- (c) To elect the President and members of the Members' Council.
- (d) To appoint auditors.
- (e) Any matter relating to the constitution and management may be discussed at such

### General Meeting.

86. The Chairman or in his absence the Acting Chairman shall be entitled to take the chair at any General Meeting of the Club and in the absence of both of them, the members of the General Committee present shall choose one of their members to act as chairman as if he were the Chairman chairing such General Meeting.

87. At all General Meetings 50 Founder Members and/or Full Members and/or Country Club Members and/or Company Members and/or Company Country Club Members and/or Company Marina Members and/or Social Members and/or Company Social Members and/or Marina Members and/or Life Members who had been ~~member Members~~ of the aforesaid categories personally present or by proxy shall constitute a quorum.

88. The General Committee may also convene any ~~Extraordinary~~Special General Meetings of the Club specifying in the notice convening such General Meeting the object or objects for which it is called and to which the discussion must be strictly confined.

89. The General Committee shall also call an ~~Extraordinary~~Special General Meeting in accordance with Article ~~8788 of Part B of the Articles~~ upon the written requisition of any number of ~~members Members~~ representing not less than one-twentieth of the total voting rights of all ~~members Members~~ having at the date of the requisition a right to vote at the General Meeting to which the requisition relates. In addition to the sending of the notice of the General Meeting and the proposed resolution to the ~~members Members~~ entitled to receive notice, such requisition with the notice convening the General Meeting shall also be posted in a conspicuous place in the Office.

90. Any such requisition must state the object of the General Meeting proposed to be called, and must be signed by the requisitionists and deposited at the Office.

91. Subject to the provisions of sections ~~114571, 562~~ and ~~116564~~ of the Companies Ordinance insofar as they relate to Annual General Meetings and Special Resolutions, all other General Meetings shall be called by circular mailed and addressed to the ~~members Members~~ entitled to notice of General Meetings giving at least fourteen ~~clear~~ days' notice of the General Meeting. The circular together with a statement of the business to be transacted at such General Meeting shall also be exhibited in a conspicuous place in the Office for the same period. Accidental omission to give such notice shall not invalidate any resolution passed at such General Meeting.

92. If at any time the Club in General Meeting shall pass a resolution authorising the General Committee to borrow money, the General Committee shall thereupon be empowered to borrow for the purposes of the Club such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution, and thereupon the General Committee shall, in such manner as circumstances may require or as the General Committee shall think fit, make all such dispositions of the Club's property or any part thereof and enter into such agreements in relation thereto as the General Committee may deem proper for giving security for such loans and interest. All ~~members Members~~ whether voting on such resolution or not, and all persons becoming ~~members Members~~ after the passing of such resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution, and shall be bound thereby.

93. For any General Meeting convened by the General Committee, it shall be lawful for the General Committee to cancel or postpone the same at any time prior to the time fixed for the commencement of such General Meeting, 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.

94. If within half an hour from the time appointed for any General Meeting a quorum is not present, the General Meeting, if convened upon the requisition of ~~members~~Members, shall be dissolved; in any other case 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~~Members-entitled to vote at such General Meeting as may be present shall be deemed to be a quorum.

95. Founder Members, Full Members, Country Club Members, Company Members, Company Country Club Members, Social Members, Company Social Members, Marina Members, Company Marina Members and Life Members who had been ~~members~~Members-of the aforesaid categories being the only classes of ~~members~~Members-entitled to receive notice and vote at any General Meetings shall have the following number of votes at any General Meeting, namely: -

- (a) each Founder Membership - 2 votes
- (b) each Full Membership - 2 votes
- (c) each Company Membership - 2 votes
- (d) each Country Club Membership - 1 vote
- (e) each Company Country Club Membership - 1 vote
- (f) each Social Membership - 1 vote
- (g) each Company Social Membership - 1 vote
- (h) each Marina Membership - 1 vote
- (i) each Company Marina Membership - 1 vote
- (j) each Life Membership - the number of vote(s) to which a Life Member had been entitled under his previous category of Membership.

Company Members, Company Country Club Members, Company Social Members and Company Marina Members ~~shall~~may pass their votes ~~only~~through their respective nominees ~~appointed~~appointed in accordance with these Articles, ~~but, if such members~~Members-do not have a nominee, they may pass their votes through their respective directors or representatives duly ~~authorized~~authorised by their board of directors, in which case a copy of the relevant minutes of the board meeting or written resolution shall be submitted to the Club. Such nominees ~~or directors or representatives~~ may appoint proxies to act on their behalf.

96. (a) Every question or resolution to be determined in and every notice submitted to a General Meeting shall be determined on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded: -
- (i) by at least five ~~members~~Members-present in person or by proxy and having the right to vote at the General Meeting; or

- (ii) by a ~~member Member~~ or ~~members Members~~ present in person or by proxy and representing ~~at least 5% not less than one tenth~~ of the total voting rights of all the ~~members Members~~ having the right to vote at the General Meeting.
- (b) Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
- (c) The demand for a poll may be withdrawn.
- (d) On a poll votes may be given either personally or by proxy.
- (e) A poll demanded on the election of the President or Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and at such time and place and either immediately or after an adjournment not exceeding seven days as the Chairman directs.
- (f) The result of the poll as declared by the Chairman shall be deemed to be the resolution of the General Meeting at which the poll is demanded.
- (g) In the case of an equality of votes at any General Meeting of the Club, whether upon a show of hands or on a poll, the Chairman shall have a second or casting vote.
- (h) The Chairman may, with the consent of the General Meeting, adjourn such General meeting from time to time and at any adjourned General Meeting no business shall be transacted other than the business left unfinished at the General Meeting from which the adjournment took place.

97. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing. A proxy or representative need not be a ~~member Member~~ of the Club.

98. The instrument appointing a proxy or representative and the power of attorney or other authority, if any, under which it is signed or notarially certified copy of that power or authority shall be deposited at the Office or at such other place within Hong Kong as is specified for that purpose in the notice convening the General Meeting, not less than 48 hours before the time for holding such Meeting or adjourned Meeting at which the person named in the instrument proposed to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument appointing a proxy or representative shall not be treated as valid.

99. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

**The Clearwater Bay Golf & Country Club**

I/We \_\_\_\_\_, being a member/members of the above named Club, hereby  
appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him of as my/our  
proxy to vote for me/us on my/our behalf at the Annual or ~~Extraordinary~~Special, as the case

may be,  
General Meeting of the Club to be held on the \_\_\_\_\_ day of  
2019 , and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ .

100. Where it is required by law or otherwise desired to afford ~~members~~ Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

**The Clearwater Bay Golf & Country Club**

I/We \_\_\_\_\_ , being a member/ members of the above named Club, hereby  
appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him of as my/our  
proxy to vote for me/us on my/our behalf at the Annual or ~~Extraordinary~~ Special, as the case  
may be,  
General Meeting of the Club to be held on the \_\_\_\_\_ day of  
19-20 and \_\_\_\_\_ at any adjournment thereof. Signed this  
day of 19—20 .

The form is to be used \* in favour of \* against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

\* Strike out whichever is not desired."

101. The instrument appointing a proxy or representative shall be deemed to confer authority to vote on a show of hands or demand or join in demanding a poll.

102. A vote given in accordance with the terms of an instrument appointing a proxy or representative shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument was executed, provided that no imitation in writing of such death, insanity or revocation as aforesaid shall have been received by the Club at the Office before the commencement of the General Meeting or adjourned Meeting at which the instrument is used.

**Member's Dues**

103. Accounts of ~~members~~ Members (including for the purpose of this Article and Articles 104 and 108 ~~of Part B of the Articles~~, Honorary ~~members~~ Members) ~~shall~~ may be made up at the end of each month and despatched to ~~members~~ Members on or before the 15th of the ensuing month. ~~On the 25th of such month, a list of accounts unpaid shall be displayed in the Office where they may be inspected.~~

104. Should any accounts remain unpaid at the end of the month in which they are despatched ~~a reminder letter of such~~, surcharges on the total outstanding ~~accounts~~ balance will be automatically levied. ~~The amount of surcharges shall be sent and the name of any Member whose account remains so unpaid shall be posted in~~ determined by the ~~Office and at the Club's premises as a defaulter~~ General Committee . .

105. The General Committee may, at any time it sees fit, have the account of any ~~member~~ Member, Honorary ~~member~~ Member or visitor made up and call upon him to pay it forthwith and if he shall fail to

comply, he shall not be entitled to the rights and privileges associated with his Membership or status and no supplies shall be furnished to him, and the Club servants shall be instructed accordingly.

### Indemnity

106. Every member of the Members' Council, the General Committee, the General Manager, the Secretary, the Treasurer, auditor, officer or other ~~servant~~employees ("Relevant Persons") of the Club shall be indemnified out of the funds of the Club against ~~all any~~ liability incurred by him to a person other than the Club or an associated company of the Club as such in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted or in connection with an application under ~~section 358~~sections 902 to 904 of the Companies Ordinance in which relief is granted to him by the Court as if they were officers mentioned in that section. The Club may purchase and maintain for any Relevant Person insurance against any liability as provided for in, and to the extent permitted by, section 468(4) of the Companies Ordinance.

107. If the Club shall be wound-up, the provisions of ~~clauses Articles~~ 8 and 9 of Part A of the Club's Memorandum of Association Articles or any amendment thereof relating to winding-up shall be observed, performed and complied with as if the said provisions had been repeated and set out seriatim in these Articles.

### Notice

108. A notice may be given by the Club to any ~~member~~Member, Honorary ~~member~~Member, Life Member or visitor either personally or by sending it by post to him or to his registered address, or (if he has no registered address within Hong Kong) to the address, if any, within Hong Kong supplied by him to the Club for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

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**Names, Addresses and Descriptions of Subscribers**

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THE HON. SIR KENNETH P. F. FUNG<sub>7</sub>  
Connaught Centre, 27th Floor  
Hong Kong.  
Banker/Merchant

SIR RUN RUN SHAW  
Lot No. 220, Clearwater Bay Road,  
Kowloon.  
Merchant

LIEU JEE KONG  
Sutherland House, 12th Floor  
Hong Kong.  
Merchant

RAMON YOUNG  
Sutherland House, 11th Floor  
Hong Kong.  
Merchant

LAU CHAN KWOK  
Central Harbour Services Pier, 1st Floor,  
Hong Kong.  
Merchant

GEORGE CHO A WING-SIEN<sub>7</sub>  
Room 1608, Hang Seng Bank Building,  
Hong Kong.  
Medical Practitioner

LEE PEI CHUNG<sub>7</sub>  
Prince's Building, 20th Floor,  
Hong Kong.  
Merchant

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Dated the 1st day of November, 1977.

WITNESS to the above signatures: -

(*Sd.*) **P. D. A. REMEDIOS**  
*Solicitor,*  
Hong Kong