

THE LEGENDS FORT CANNING PARK

Owned and Operated by

THE LEGENDS FORT CANNING PARK PTE. LTD.

RULES & REGULATIONS

The information contained herein is correct as at 25 February 2004
and may from time to time be amended or deleted as deemed fit by the Proprietor.

THE LEGENDS FORT CANNING PARK
11 Canning Walk, Singapore 178881
Tel: 63381212 Fax: 63343020

THE LEGENDS FORT CANNING PARK RULES & REGULATIONS

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RULES & REGULATIONS OF THE LEGENDS FORT CANNING PARK

Name

1. The name of the club is THE LEGENDS FORT CANNING PARK (the “**Club**”).

Object

2. The object of the Club is to provide for the use and enjoyment by the Members of facilities (the “**Facilities**”) for recreation, entertainment, dining and/or such other activities as the Proprietor may from time to time at its discretion decide.

Constitution of Club

3.1 The Proprietor

The proprietor (which expression shall include its successors-in-title and assigns) and sole manager of the Club is The Legends Fort Canning Park Pte. Ltd. (the “**Proprietor**”).

3.2 Supervision of Club

The Proprietor is a private company incorporated in Singapore. Its Board of Directors will be entrusted with the supervision of the politics, management, maintenance, finance, accounts and operation of the Club.

3.3 Premises

The place of business of the Club shall be situated at part of Lot 474X (now known as Lot 500N) of Town Subdivision 20 comprised in the Certificate of Title Volume 469 Folio 64 together with the building erected thereon known as 11 Canning Walk on Fort Canning Park (the “**Premises**”) in relation to which the Proprietor has obtained a lease from the National Parks Board for a period of 30 years ending October 2032.

3.4 Payment to Proprietor

All payments due by a Member under these Rules and the bye-laws made pursuant to these Rules (the “**Bye-laws**”) shall be due to the Proprietor and not the Club.

3.5 Ownership of Assets

All the improvements and Facilities provided at the Club and located at the Premises (the “**Assets**”) shall be deemed to be owned by the Proprietor. The Premises are leased by the National Parks Board to the Proprietor. No Member shall have any rights interest or title whatsoever in relation to the same. Use of the Facilities by Members will be subject to these Rules and the Bye-laws.

3.6 Granting of Licence to Members

In consideration of the Member agreeing to pay in accordance with the provisions herein the Entrance Fee, the monthly subscription and any other sum payable hereunder, and subject to these Rules and the Bye-laws, the Proprietor grants to the Member a licence for a period commencing from the date the Member becomes a member of the Club till October 2032 to:

- (i) use and enjoy the Facilities; or
- (ii) in the case of a Corporate Member, nominate a Nominee to use and enjoy the Facilities, (where a nominee must be employed by the company holding a corporate membership),

in common with other Members, the Nominees of other Members, the persons entitled thereunder and such other persons as the Proprietor may in its discretion decide subject to these Rules and the Bye-laws, provided always that in the event that the lease of the Premises is extended after October 2032 or the Facilities are relocated to different premises after October 2032, the Proprietor shall grant to the Members an option to extend the licence granted to them pursuant to this Rule 3.6 to use and enjoy the Facilities on such terms and conditions as are mutually acceptable to the Proprietor and the Members.

A Member shall also be entitled to use the facilities at and be subject to the rules and regulations and bye-laws of The Legends Golf & Country Resort in Johor Bahru, Malaysia and the terms of an agreement entered into between the Proprietor and The Legends Golf & Country Resort Bhd. The Proprietor shall be entitled to apportion to and to collect on behalf of and remit to The Legends Golf & Country Resort Bhd such sum as it may in its sole discretion agree with The Legends Golf & Country Resort Bhd in connection with the use by Members of the facilities of The Legends Golf & Country Resort.

Club Property

4. All the improvements to the Assets shall at all times be and remain the property of the Proprietor and no Member shall take away or permit to be taken away from the Premises or shall injure, damage, misuse or destroy any of the Assets.

Rights and Liabilities of Members

5.1 Use of Facilities

Every Member shall, subject to these Rules and the Bye-laws and such restrictions or conditions as the Proprietor may from time to time at its discretion impose, be entitled to use and enjoy in common with the other Members the Facilities provided by the Proprietor for the use of the Members, subject to the payment of fees, subscriptions, and any other monies due to the Proprietor. The Proprietor may at its discretion also impose charges for any services, food, drinks or the use of any of the Facilities. The Proprietor shall have the right at any time and from time to time to vary any such charges.

5.2 Guests

The Proprietor may at its discretion prescribe such rules relating to the conduct and/or admission of Members and Nominees, their guests, spouse, invitees or children, the use of the Facilities and the conduct of games as it shall from time to time decide.

5.3 Financial Liability

A Member shall not by reason of his membership be under any financial liability in respect of the provision of the Assets and Facilities except for payment of all monies payable under these Rules and the Bye-laws to the Proprietor.

5.4 Repairs

Without prejudice to the generality of the foregoing, if at any time it appears to the Proprietor that any of the Facilities is congested, in need of any repair, renovations, inspection, expansion or maintenance or required for the use of the Proprietor for any purpose as the Proprietor may decide, the Proprietor may at its discretion impose conditions on, restrict, suspend or otherwise limit the rights and privileges of the Members in respect of any one or more of such Facilities. The Proprietor shall not in any way be liable for any inconvenience or loss that may be suffered or sustained by any Member or

any other person entitled or permitted to use and enjoy the Facilities resulting from such conditions, restrictions, suspension or limitation.

5.5 Alternative Facilities

The Proprietor shall be entitled to substitute any of the Facilities with any other facility that the Proprietor deems appropriate in the event that any such Facility cannot, for any reason whatsoever, be made available for the use and enjoyment of the Members. In the event that such alternative facility cannot be procured, the Proprietor shall have the absolute discretion to discontinue providing such Facility and the Proprietor shall not in any way be liable for any inconvenience or loss that may be suffered or sustained by any Member or any other person entitled or permitted to use and enjoy the Facilities resulting from the Proprietor not providing such Facility.

Membership

6.1 Classes of Membership

Upon its initial membership launch, the Club shall comprise of Ordinary Members and Corporate Members. Any member of the Club in whatever class shall be referred to in these Rules and the Bye-laws as a Member which expression shall include Nominees where appropriate. The Club shall consist of such number of Members as the Proprietor may at its discretion from time to time decide. The Proprietor may also decide to exercise its discretion to offer to the public any additional number of new memberships at a predetermined price for any subsequent membership launches.

6.2 Creation of New Classes

The Proprietor may from time to time create new classes or categories of membership on such terms and conditions as the Proprietor may determine.

6.3 Reciprocal rights to The Legends Golf & Country Resort and affiliation with any other Clubs

Members of the Club may enjoy membership privileges in The Legends Golf & Country Resort in Johor Bahru, Malaysia, which the Club has reciprocal usage arrangements with, or any other affiliated/associated club to the Club, to the extent and on such terms as the Proprietor may at its discretion determine from time to time.

Honorary Members

7. The Proprietor may at any time and at its discretion invite any person to be an Honorary Member upon such terms and conditions and for such periods as the Proprietor may determine. An Honorary Member shall have such rights and privileges as the Proprietor may from time to time at its discretion determine.

Ordinary Members

8.1 Transfer

An Ordinary Member may, with the approval of the Proprietor and provided that he is not in breach of any of the Rules and the Bye-laws, transfer his membership. Any Ordinary Member (the “**Transferor**”) wishing to transfer his membership must first submit the name of the proposed transferee (the “**Transferee**”) on the prescribed form to the Proprietor for approval. The Proprietor may at its discretion reject the proposed Transferee for membership for any reason whatsoever. No reason shall be given for such rejections. The Transferee shall be a natural person aged 21 years or above. The Transferee shall be admitted as an Ordinary Member upon payment to the Proprietor of:

- (i) a transfer fee (“**Transfer Fee**”) and transfer admin fee (“**Transfer Admin Fee**”) payable by an Ordinary Member as may be decided at the absolute discretion of the Proprietor from time to time;
- (ii) such sums as may be determined by the Proprietor at its discretion from time to time as the refundable Security Deposit (as defined in Rule 14.2).

8.2 Full Payment

An Ordinary Member shall only be entitled to transfer his membership upon full payment of his entrance fee, refundable Security Deposit and all other fees, subscriptions and amounts owing to the Proprietor.

8.3 Refund

Upon the Transferee being admitted as an Ordinary Member, all monies standing to the credit of the account of the Transferor including deposits paid

to the Proprietor shall be refunded to the Transferor and the Transferor shall have no rights or claims whatsoever against the Proprietor.

8.4 Supplementary Member

An Ordinary Member shall, upon payment of a fee of such sum as the Proprietor shall from time to time prescribe, be entitled to nominate one person (who shall be the spouse of such Member and aged 21 years or above) who shall, subject to the acceptance by the Proprietor, be entitled to enjoy the Facilities in the same manner as an Ordinary Member, and shall be subject to these Rules and the Bye-laws including, but not limited to, the payment of fees and subscription in the same manner that an Ordinary Member shall be subject, and shall further be subject to such restrictions or conditions as the Proprietor may from time to time at its discretion impose.

Corporate Members

9.1 Transfer

A Corporate Member (which expression shall include businesses registered in accordance with any applicable law) may, with the approval of the Proprietor and provided that it is not in breach of any of the Rules and the Bye-laws, transfer its membership to any other company or business registered in accordance with any applicable law. Any Corporate Member wishing to transfer its membership must first submit the name of the proposed transferee (the “**Corporate Transferee**”) on the prescribed form to the Proprietor for approval. The Proprietor may, at its discretion, reject the proposed Corporate Transferee for membership for any reason whatsoever. No reason shall be given for such rejections. The Corporate Transferee shall be a firm or corporate body. The Corporate Transferee shall be admitted as a Corporate Member upon the payment to the Proprietor of the amounts referred to in Rule 8.1 except that reference therein to “**Ordinary Member**” shall be changed to “**Corporate Member**”.

9.2 Rules 8.2 and 8.3

The provisions in Rules 8.2 and 8.3 shall mutatis mutandis be applicable to Corporate Members.

9.3 Nominees

A Corporate Member shall, upon payment of a nomination fee of such sum as the Proprietor shall from time to time prescribe, be entitled to nominate such number of persons as may be prescribed by the Proprietor from time to

time at its discretion (who shall be aged 21 or above) employed by the Corporate Member (collectively the “**Nominees**” and each a “**Nominee**”) who shall, subject to the acceptance by the Proprietor, be entitled to enjoy the Facilities subject to these Rules and the Bye-laws, and such restrictions or conditions as the Proprietor may from time to time at its discretion impose, provided always that where the Corporate Member nominates another person, the Corporate Member shall not be entitled to use and enjoy the Facilities. The privileges of the Nominees shall cease forthwith upon the membership of such Corporate Member ceasing for any reason whatsoever.

9.4 Change of Nominees

A Corporate Member may, by notice in writing to the Proprietor, terminate the nomination of any Nominee and nominate another individual as a Nominee, on payment of a renomination fee of S\$500.00 + GST, or such other amount as shall be determined by the Proprietor from time to time at its discretion.

9.5 Acceptance of Nomination

All Nominees, whether original or substituted, of a Corporate Member shall be subjected to acceptance by the Proprietor who shall be entitled at its discretion to reject any such nomination without giving any reason whatsoever.

9.6 Liability of Corporate Member and/or its Nominee(s)

Each Corporate Member and/or its Nominee(s) shall be jointly and severally liable to the Proprietor for the payment of all entrance fees, Monthly Instalments (where applicable), nomination/renomination fees, liabilities and monies due on the accounts of its Nominees and/or any charges or liabilities arising as a result of a breach of these Rules and the Bye-laws by its Nominee(s) and shall indemnify the Proprietor against all claims, proceedings or actions made by its Nominees against the Proprietor in respect of any matter whatsoever.

Membership Application

10.1 Application Forms

Every application for membership, other than as Honorary Members, shall be made on the approved form provided by the Proprietor and must be signed

by the applicant. The terms and conditions contained in such form shall form part of these Rules.

10.2 Entrance and other fees

The application form shall be submitted together with payment of the requisite entrance or other fees as may be specified in the form.

10.3 Rejection of Application

If any application is rejected, the applicant will be notified of the same and all monies paid in respect of such application will be refunded to the Member in such manner as the Proprietor considers appropriate without interest, compensation or otherwise at the applicant's own risk and thereafter the applicant shall have no claims whatsoever against the Proprietor.

10.4 Minors

Applicants and Nominees of Corporate Members below the age of 21 will not be accepted.

Notification of Acceptance

11.1 Acceptance Notice

Every applicant for membership who has been accepted shall be informed in writing by the Proprietor that he has been accepted (the "**Acceptance Notice**"). A copy of these Rules and a membership card, together with a request for payment of such monies as may be due from the Member under these Rules or otherwise, will accompany the Acceptance Notice.

11.2 Membership to Take Effect

Where the Proprietor has despatched to a successful applicant the Acceptance Notice, his name and address shall be entered in the register of members ("**Register of Members**") and he shall thereafter be a Member and entitled to all the rights and privileges of membership and shall be deemed to have agreed to be bound by these Rules and the Bye-laws made in accordance therewith.

Any information relating to the Member may be shared by the Club and The Legends Golf & Country Resort, Johor Bahru to the extent as the Proprietor may at its sole discretion determine from time to time.

Guests

12.1 Use of Facilities

Except where otherwise provided by these Rules or the Bye-laws a Member may, with the approval of the Proprietor, introduce any person as a guest to the Club. Such a guest shall be entitled to the use of the Facilities as may be determined from time to time by the Proprietor and be governed by these Rules and the Bye-laws provided that any guest using the Facilities must be accompanied by a Member who shall pay such guest fees as may be prescribed from time to time by the Proprietor. The Proprietor may, at its discretion, restrict the number of times a guest may be introduced to the Club during any period. No guest shall be allowed to use the Facilities on such days as the Proprietor may, in its discretion, prescribe and no more than such number of guests as the Proprietor may, at its discretion, determine shall be invited on any one occasion by any one Member.

12.2 Responsibility of Members

A Member introducing a guest shall write the name and address of the guest, his own name and the period for which the guest is introduced in the register of guests kept for the purpose at the Premises and shall be responsible for any debt and liability owing to the Proprietor by such guest and shall indemnify the Proprietor against any claims, proceedings or actions made by the guest against the Proprietor in respect of any matter whatsoever. It is the duty of the Member to acquaint his guest with these Rules and the Bye-laws and as to whether there are any restrictions in respect of the use of the Facilities by guests.

12.3 Withdrawal of Privileges

The Proprietor may at any time at its discretion for any reason whatsoever prohibit any guest from being introduced by a Member and may at any time withdraw the privileges of the Club from any guest.

12.4 Prohibition

No person who has been prohibited from being introduced as a guest, or from whom the privileges of the Club have been withdrawn, or who has been expelled from the Club under Rule 22 may be introduced as a guest.

12.5 Private Functions

The Proprietor may, at its discretion, at any time allow any of the Facilities to be used for private functions, meetings or conferences by any Member or any other person subject to such conditions as the Proprietor may prescribe.

Entrance and Other Fees

13.1 Fees

Unless otherwise expressly excluded herein, each Member shall be required to pay an entrance fee, Monthly Instalments (where applicable), and such other fees as the Proprietor may from time to time prescribe and all taxes and charges imposed by any statutory or other law or regulation including but not limited to the GST on all such amounts.

13.2 Credit Facilities

The Proprietor may, at its discretion, extend to each Member credit facilities or arrange for credit facilities through a third party to an extent as may be determined by the Proprietor from time to time (the "**Credit Limit**"). Such credit facilities may not be utilized by any Member to defer the payment of any entrance fee, Monthly Instalment (where applicable), subscriptions or any deposit required to be paid by such Member. Each Member shall be required to pay a deposit (the "**Security Deposit**") of a sum to be determined by the Proprietor from time to time and this sum shall be held as security for other monies due and owing by the Member to the Proprietor at any time and from time to time.

13.3 Amounts Payable

The rates and amounts of entrance fee, Monthly Instalments (where applicable), the refundable Security Deposit and other fees payable by the various categories of Members shall be such as the Proprietor may, at its discretion, from time to time determine.

Subscriptions

14.1 Payments

Unless otherwise expressly excluded herein, each Member shall be required to pay such monthly subscription as shall from time to time be notified by the Proprietor to the Member and/or other subscriptions and at such rates as may from time to time be prescribed by the Proprietor and all taxes and charges imposed by any statutory or other law or regulation, including but not limited to, the GST on such subscriptions.

14.2 Payment Date

The first monthly subscription shall be pro-rated to 50% of the full amount if the mail date of the membership cards is dated on the 10th day of each month or earlier. However, the first monthly subscription shall commence on the first day of the following month if the mail date of the membership cards is dated later than the 10th day of each month. All other monthly subscriptions payable thereafter shall be due and payable in advance on the 1st day of each calendar month.

14.3 Other Subscriptions

The other subscriptions shall be due and payable as such date as the Proprietor shall at its discretion from time to time determine.

The Member's Account

15.1 Debit

Each Member is deemed to have maintained an account (the "**Member's Account**") with the Proprietor on the Acceptance Date. The Proprietor may debit against each Member's Account for all Monthly Instalments (where applicable), and all other sums payable under these Rules and the Bye-laws (the "**Indebtedness**"). Each Member is liable to pay to the Proprietor or a contracted party such as a bank or credit card company (individually known as the "**Third Party Contractor**") (as the case may be) on all Indebtedness so debited whether or not a sale voucher is signed by the Member. The Proprietor reserves the right to assign the collection of dues, fees and debt to a Third Party Contractor at any time as deemed appropriate.

15.2 Monthly Statement

The Proprietor will in the normal course send a monthly statement (the "**Monthly Statement**") to the Member or such other person which it considers appropriate which will show the balance outstanding in the Member's

Account. Payment of the Monthly Instalment (where applicable), any deposit payable, any subscription and the Minimum Payment specified in the Monthly Statement must be made to the Proprietor by a date stipulated by the Proprietor as the payment date (the “**Payment Date**”).

15.3 Records Conclusive

In respect of the Monthly Statement, the Proprietor’s record of all transactions processed shall be conclusive and binding upon each Member for all purposes whatsoever.

15.4 Monthly Statements Binding

Each Member shall be obliged to check the correctness and accuracy of the Monthly Statement and the contents of such Monthly Statement shall be conclusive and binding on each Member if no written objection is received by the Proprietor within seven (7) calendar days of the Monthly Statement date.

15.5 Credit Limit

In calculating whether the Credit Limit has been exceeded, the Proprietor may take into account the amount of any transaction not yet debited against the Member’s Account.

15.6 Repayment

All indebtedness will be immediately payable in full when the credit (if any) is withdrawn or on the Member being declared bankrupt, or on the death or incapacity or winding up of the Member or on termination of the Member’s membership or otherwise in the Proprietor’s absolute discretion.

15.7 Receipt of Payment

Any payment to the Proprietor will only take effect when received by the Proprietor and credited to the Member’s Account. Any payment sent by post by a Member to the Proprietor shall be sent at the sole risk of the Member.

15.8 Priority

Payments and credits to the Member’s Account will be applied by the Proprietor in satisfaction of all Indebtedness in such order of priority as the Proprietor shall think fit. Within each category of Indebtedness, payments and credits will be applied first to the outstanding amounts due for the longest period of time.

15.9 Costs

The Member shall be liable to pay to the Proprietor all costs, including legal costs on an indemnity basis incurred by the Proprietor in enforcing or seeking to enforce the obligation of the Member to repay any amount owing to the Proprietor.

Charges

16.1 Interest

Interest shall be accrued daily at the rate of 2% per month (or at such other rate as the Proprietor may, at its sole discretion, determine from time to time) on the balance which is outstanding on the Member's Account on the Monthly Statement. If no payment is received on the Payment Date, a full month's interest charge of 2% per month will be imposed on the sum due and remain outstanding in the current Monthly Statement, regardless of the date on which full payment is received in the following month. The interest charges will not be pro-rated on a daily basis and will be reflected in the following month's statement.

16.2 If the Proprietor is unable to produce or send a Monthly Statement, each Member's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due, the Proprietor may select a date each month as the Monthly Statement date.

16.3 No Interest

If, however, the whole of the outstanding balance on the Monthly Statement date is repaid by the close of business on the Payment Date, no interest will be charged on that balance.

16.4 Removal of Member's Name from the Register of Members

If any Member fails to pay any amount owing to the Proprietor by the Payment Date, the Proprietor may send him a first reminder with a request for immediate payment within the next 14 calendar days. If the said amount is not paid within seven (7) calendar days from the date such reminder is posted, a final reminder for the outstanding amount will be served. If the said amount is still not paid within seven (7) calendar days from the date such reminder is posted, a demand letter will be sent, and signing privileges at the Club and all privileges at The Legends Golf & Country Resort will be suspended. If the outstanding amount is still not paid within seven (7) calendar days, the membership will be automatically suspended. Upon further failure of payment, the Proprietor may, at its discretion remove the Member's name from the Register of Members and he shall thereupon cease to be a Member and forfeit all rights and privileges of membership without any refund of any monies paid by such Member except for any monies

standing to the credit of the refundable Security Deposits paid under Rule 14.2., if the outstanding amount remains unsettled within the next seven (7) days from the date of the demand letter. If the Proprietor exercises its right to remove the name of a Member from the Register of Members, the balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member on the date the Member's name is removed from the Register of Members provided that no further monthly or other subscription shall continue to be payable by the Member to the Proprietor thereafter. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date the Member's name is removed from Register of Members. If the Proprietor does not exercise its right to remove the name of a Member from the Register of Members, the Monthly Instalments (where applicable) and subscriptions will continue to be due from the Member to the Proprietor and the Proprietor shall be entitled to continue to debit against the Member's Account for such sums as and when they fall due, provided that the Proprietor may, at any time at its discretion, restore a Member whose name has been removed from the Register of Members, his membership upon payment of all arrears amounts then due including late payment fee and/or interest calculated on a daily basis in accordance with Rules 17.1 or at the rate as may be stipulated by the Proprietor from time to time, from the due date to the date of payment.

16.5 Reinstatement Fee

Reinstatement of a Member's membership after suspension will only be allowed after all outstanding amounts are paid to the Club. The reinstatement fee payable shall be at such rate as may from time to time be prescribed by the Proprietor. The outstanding amounts shall include the late interest payment and other monies due and owing by the Member to the Proprietor arising under these Rules.

Proprietor's Discretion

17.1 Discretion to Refuse Transaction

The Proprietor may, at time at its discretion and without assigning any reason therefor, refuse to approve any proposed transaction by a Member which would increase the Indebtedness of the Member, notwithstanding that the total debit balance on the relevant Member's Account at such time would not have exceeded the Credit Limit, if any, then applicable to the Member's Account if the amount of such transaction was debited thereto.

17.2 Withdrawal of Credit

Any credit extended by the Proprietor to any Member may be withdrawn at any time and without any prior notice.

Prohibitions

18.1 Illegal activity

Illegal activity of any kind is strictly forbidden on the Club premises.

18.2 Incurring liability in Club's name

No Member shall borrow monies or incur any obligation or liability in the name of, or pledge the credit of, the Club or the Proprietor.

18.3 Commercial Purpose

No Member shall, without the prior written approval of the Proprietor, use the address of the Club in any advertisement or use the Club's address or premises for any commercial purposes.

18.4 Gambling

Unless permitted by law, gambling of any kind whether for stakes or not, is forbidden on the Premises, and the introduction of materials for gambling or drug taking and of persons of bad character into the Premises is prohibited. The Proprietor shall determine what would constitute bad character and such decision will be final and binding until revoked by the Proprietor.

Bankruptcy, Conviction, etc.

19.1 Automatic Termination

If any Member becomes of unsound mind or is the subject of winding-up proceedings (voluntary or compulsory), or (being a Member which is a partnership) is dissolved (save where the dissolution is due to the death of one of the partners) or is adjudicated a bankrupt or makes a composition with his creditors under the provisions of any statute or is convicted of any offence (other than a traffic offence) such a Member shall automatically cease to be a Member, provided that if such Member's adjudication is annulled or his conviction is set aside, the Proprietor may, at its discretion restore his membership as from the date when he ceased to be a Member. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date of the cessation.

If such member is an Ordinary Member or Corporate Member, such member may, subject to the approval of the Proprietor and upon payment of all sums owing by the member to the Club, transfer such member's membership within three (3) months of the service of a notice of cessation by the Club on the member at the member's address. If such member does not transfer such member's membership within the said period of three (3) months, the Proprietor shall have the right to transfer such member's membership on the member's behalf. All sums owing by such member to the Club and all expenses incurred by the Club, if any, shall be deducted from the proceeds of sale, the balance of the proceeds of sale shall be paid to such member or the Official Assignee if he is adjudicated a bankrupt or to the Liquidator, if being a Corporate Member it is wound up. The proceeds of sale in the hands of the Club upon a transfer under this Rule shall not carry interest and neither the Proprietor nor the Club shall be answerable for any involuntary loss happening in or about the exercise of any powers conferred under this Rule for transfer of membership.

19.2 Death of Member

In the case of the death of any partner of a firm holding a Corporate Membership, the other partners surviving shall be the only persons recognised by the Proprietor as having any right to the membership.

19.3 Transmission

On the death of a Member, the Proprietor shall upon the production of a grant or probate or letters of administration, as the case may be, transmit the membership of the deceased Member to:

- (i) a member (who has attained 21 years of age) of the deceased Member's immediate family; or
- (ii) the legal beneficiary of the estate of the deceased Member (who is a natural person having attained 21 years of age) in the case where the deceased Member has no immediate family member,

and who has been nominated by the Member's administration or executor, as the case may be, provided that:

- (iii) the nominated Member must be a person acceptable to the Proprietor; and
- (iv) the deceased Member's administrator or executor, as the case may be, shall be liable for and shall first settle all outstanding moneys due to the Proprietor including any Monthly Instalments and/or monthly

subscriptions which would have been payable by the deceased Member whether at the time of his death or at any time in the future.

Provided further that the Proprietor shall not be required to transmit the membership unless the administrator, the executor, the next of kin or the legal beneficiary of the deceased Member has notified the Proprietor in writing of the death of the deceased Member within three (3) months from the date thereof; upon the default of such notification, this deceased Member's membership shall be deemed terminated without prejudice to the Proprietor's rights in respect of any antecedent breach or any outstanding account. Any costs and expenses incurred or to be incurred for effecting such transmission (including the solicitor's costs of the Proprietor on a full indemnity basis) shall be borne by the administrator or the executor, as the case may be.

Resignation of Member

20. A Member may resign his membership by 30 days' notice in writing addressed to the Proprietor at the Premises but shall be liable for his full Monthly Instalments (where applicable) and the monthly subscriptions for the period during which he resigns and all other debts and liabilities due and unpaid at the date of his resignation. No refund of any monies shall be made to such Member except for any monies standing to the credit of the refundable Security Deposit paid under Rule 14. Upon the resignation of the Member the Member's name shall be removed from the Register of Members and the balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member on the date the Member's name is removed from the Register of members, provided that no further monthly or other subscription fees shall continue to be payable by the Member to the Proprietor thereafter. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date the Member's name is removed from the Register of Members.

Upon the resignation of the Member, the Member shall cease to enjoy all privileges granted by the Proprietor for the licence to enjoy the facilities of The Legends Golf & Country Resort as set out in paragraph 3.6 above.

Expulsion or Suspension

21.1 Expulsion or Suspension

The Proprietor may expel from the Club any Member or Nominee or suspend the membership of any Member if the Member or its Nominee has committed any breach of these Rules and the Bye-laws or if the Member's or its Nominee's conduct is such as the Proprietor shall, in its opinion consider to be injurious to the character of the Club or the interests of the Members or prejudicial to the interest of the Proprietor, provided that during the period of suspension of a Member's membership, the Member shall not be entitled to transfer his membership.

21.2 Forfeiture of Rights

Save for the refund of monies paid under Rule 14, a Member who has been expelled shall forfeit all rights and privileges of membership and all rights against the Club and the Proprietor. In the event that a Member is expelled, the balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member to the Proprietor after the date the Member was expelled provided always that no further monthly or other subscription fees shall continue to be payable by the Member to the Proprietor thereafter. A Member whose membership has been suspended shall remain liable for all Monthly Instalments (where applicable), subscriptions and monies payable hereunder.

Club Facilities

22.1 Illegality

In the event that part of the operation, management and maintenance of the Club or the provision of part of Facilities is rendered illegal by the operation of law or any governmental policy or is rendered commercially unviable, the Proprietor shall use its best endeavours to continue to operate, manage and maintain such part of the Club or to provide such part of Facilities which is not prohibited or commercially unviable upon such new terms and conditions as may be determined by the Proprietor having regard to the circumstances then existing and it is agreed by the Member that the Proprietor shall not in any manner be liable to the Member or Nominee or any other person entitled or permitted to the use and enjoyment of the Facilities for any claims for damages or compensation of whatever nature arising therefrom.

22.2 Use of Facilities not permitted

The use of the Facilities by Members shall continue unless:

- (i) the Member's membership is terminated or discontinued for any reason whatsoever; or
- (ii) pursuant to Rule 5.4 or 22.1, the Proprietor decides to vary, terminate, suspend or withdraw such Facilities or their use; or
- (iii) the licence granted to the Member pursuant to Rule 3.6 expires or is terminated pursuant to these Rules.

Branch

23. The Proprietor shall at its discretion have the right to set up any branch of the Club at any place as it shall determine.

Management and Administration

24.1 Powers vested in Proprietor

The powers of management and administration of the Club shall be vested solely in the Proprietor whose decision on any question or matter shall be conclusive, final and binding on the Members. The Proprietor may appoint such persons or bodies of persons as it may deem fit to carry out any part of the functions of the management and administration of the Club, subject to such terms and conditions as the Proprietor may impose. The Members will not in any manner be involved in the management of the Club. Further, the Proprietor shall have the full discretion to deal with or dispose of the Assets of the Club or any part thereof and to pledge the same for any purpose which includes, but is not limited to, borrowing money for any business ventures or investments, whether related to the Club or not, as the Proprietor may determine from time to time provided that the Proprietor shall not create any security interests over the Club's assets except in relation to any indebtedness incurred in respect of the operations, renovations, upgrading and other matter in connection with, or resulting from the Proprietor's ownership and operation of the Club.

24.2 Proprietor's Discretion

Where there is any provision in these Rules or the Bye-laws conferring on the Proprietor any right or discretion, the same shall be exercised by the

Proprietor at its discretion and upon such terms and conditions as the Proprietor considers fit.

Bye-laws

25. The Proprietor may from time to time make, vary and revoke any Bye-laws for the regulation of the internal affairs of the Club and the conduct of the Members and its Nominees. All such Bye-laws shall, until revoked or varied by the Proprietor, be binding on the Members and its Nominees. In the event of any inconsistency between the Bye-laws and these Rules, these Rules shall prevail.

Notices

26.1 Notice Board

All notices required by these Rules and the Bye-laws to be given to the Members of the Club are deemed to have been given by posting such notices on the notice board in the Club premises.

26.2 Residential Address

Every Member must furnish the Proprietor with their and their Nominee's residential address and correspondence address in the event of any change.

Dispute Settlement

27. Any dispute or difference which may arise as to the meaning or interpretation of these Rules and the Bye-laws or as to the powers of the officers or the Proprietor, or the validity of any proceedings of the Proprietor and/or the Club shall be determined by the Proprietor, whose decision shall be final and binding upon all the Members of the Club.

Amendment of Rules

28. These Rules and any of them may from time to time be revoked, altered or added to by the Proprietor provided that at least seven (7) calendar days' prior written notice thereof shall have been given to the Members.

Exemption from Liability

- 29.1 The Proprietor and any person appointed or employed by the Proprietor shall not in any manner be liable:
- (i) for any claims, demands or damages howsoever suffered by a Member or its Nominees, any of their guests, invitees, spouse or children or any other person at the Premises as a result of any loss or damage to any property or article whatsoever, or howsoever brought upon or left at the Premises by such a person; and/or
 - (ii) for any injury, loss of life, or other loss whatsoever, or howsoever caused to a Member, any of their guests, invitees, spouse or children, or any other person at the Premises or vis-a-vis the use and enjoyment of the Facilities to the fullest extent permissible by law.
- 29.2 The Member shall keep the Proprietor, other licensees and all those authorised or permitted by the Proprietor to use and enjoy the Facilities indemnified against all damages and loss suffered and injury caused to the Proprietor, other licensees or such other persons as aforesaid or their property arising from the default, negligence and/or unauthorised use of the Facilities by the Member and/or its Nominee, their guests, invitees, spouse or children or in consequence of the breach or non-observance of any of the provisions of the Bye-laws by the Member and/or its Nominees, their guests, invitees, spouse or children.

Relationship between Members

30. Nothing in these Rules and the Bye-laws shall constitute or result in any relationship between the Members inter se. Each Member shall only have a contractual relationship with the Proprietor. There shall be no meeting held amongst the Members in respect of the Club or the management of the Club.

Spouse and Children

31.1 Privilege

The privilege to use and enjoy the Facilities may at the discretion of the Proprietor be extended to the Member's or its Nominee's spouse and children, provided always that the Member shall remain liable for all the obligations of the Member or its Nominee under these Rules and the Bye-laws and shall bear and be wholly responsible for all charges incurred and any breach of these Rules and the Bye-laws by:

- (i) the Member's spouse and/or children; and

(ii) the Nominee or the Nominee's spouse and/or children,

as the case may be, without prejudice to any remedies that the Proprietor may have against the Member's spouse and children, the Nominee and the Nominee's spouse and children. The member's or nominee's children shall be below the age of 21 years to enjoy this privilege.

31.2 Breach of Rules

For the purpose of these Rules, any breach by the spouse, children, guests and invitees of the Member or its Nominee shall be deemed to be a breach by the Member and the Member shall indemnify and keep the Proprietor indemnified against any demand, claim or action in relation to or arising out of such breach and for any loss or damage (including legal costs on a full indemnity basis) that the Proprietor may suffer or sustain.

Interpretation

32.1 Interpretation of Words

Words importing the singular include the plural and vice versa; words importing a gender include every gender. References to persons shall, where applicable, include references to corporations.

32.2 Headings

The headings to these Rules are for convenience only and have no legal effect.

Waiver

33. No failure by any Member to comply with these Rules or the Bye-laws shall be deemed to have been waived, excused, or accepted by the Proprietor unless the same is expressly waived, excused, or accepted by the Proprietor in writing. Any waiver shall be effective only in the instance and for the purpose for which it is given.