



ANNEXURE J to the Agreement of Sale

SUMMARY OF THE MEMBERSHIP STRUCTURE OF THE GOLF CLUB

The Golf Club has been constituted as a Public Limited Liability Company named "Links Golf Club (RF) Limited" ("the Club"). The Club owns the Golf Course, Clubhouse and associated elements. The shares in the Club have been transferred to purchasers of properties in the Estate on the basis of one erf equating to one share in the Club. When properties are sold, the relevant share in the Club is automatically also sold to the purchaser of the properties in one indivisible transaction. No property can be purchased without a Club ownership share, providing the shareholder with a principal membership of the Club and obligating such shareholder to pay subscriptions to the Club, and no ownership share can be purchased without an associated property having been registered in the name of the owner of the share. The two are inextricably linked. Re-sales of properties must include the sale of the ownership share as well and the new owners of such share shall be obliged to pay subscriptions to the Club.

The Club owns the assets outright. The Club shall have no ability to sell, mortgage or pledge any of its major assets other than by way of a special resolution of the shareholders in general meeting.

The Club is governed by a Board of Directors, which is the same board governing the HOA, as provided for in its Memoranda of Incorporation.

The Club is operated as a business, with any profits being for the benefit of the shareholders. Obviously it will be in the interests of all of the property owners to ensure that the Club aims to run on a break-even basis.

Management shall be responsible for the social and golf activities, under policy of the Board. The concept is to separate the policy of the 'business' (which falls entirely within the Board's domain) from the running of social and golf activities.

As the Estate has a golf course as its main feature, there is an obligation imposed on all owners to contribute to the maintenance of these facilities. All owners derive benefit from the maintenance of these facilities, whether they play golf or not. The condition in which the golf course is maintained, also contributes directly to the enhancement in value of the individual properties. Accordingly, the Board may elect to attribute a portion of the homeowner's levy towards the golf course maintenance.

Club subscriptions shall be payable by all holders of shares in the Club. These subscriptions are in various categories. The subscriptions are payable whether the owner has built his dwelling or not, and irrespective of whether he / she plays golf or not. The Board of Directors will be responsible for setting the Club subscriptions and any entrance fees. They shall also be the final arbiter for the Conduct Rules of the Club, including limiting booking times over the peak season, sanctioning any abuse of membership privileges and the like.

All shareholders as members, regardless of the membership category in which they fall, shall be subject to the MOI of the Club and the MOI of the HOA. Reference should be made to the definition and interpretation of "good standing" and "compliant" as contained in the respective MOI's.

Membership Categories

Principal Member

By virtue of their ownership of a share in the Golf Club Company, all property owners obtain a "Principal Membership" and provided that the subscriptions to the Club and levies to the Homeowners Association are not in arrears, their immediate family will have access to the amenities of the clubhouse, excluding playing golf unless additional optional memberships have been taken up.

Each property gives the right to one principal membership, which has an attached obligation to pay a Principal Member subscription. This right attaches to the ordinary share which is purchased by the property owner at the time of purchasing a property. In the event that the owner of the property is a company, trust or other legal entity, the principal member as nominated by the owner in terms of the respective MOIs shall be responsible for all levies and subscriptions due to both the Club and the HOA or any other entity which forms part of the St Francis Links Estate, on behalf of all purchasers of the property as referred to in the standard Agreement of Sale. It should be noted that all purchasers referred to in the Agreement of Sale in the case of the property being acquired by multiple purchasers as co-owners are ultimately jointly and severally liable for the levies and subscriptions due as mentioned above.

Secondary Member

Each Principal Membership has the right to nominate one "Secondary Membership" (i.e. for a spouse or 'life partner'). This membership shall also have an obligation in respect of subscriptions but no once-off levy will be charged. There is no obligation on the property owner to make use of this right. It may be taken up at any time and will be automatically renewed annually. The membership will remain active for a period of 12 months or until 30 September of each year, whichever comes first, and may be activated and de-activated as needed.

Family Membership

Junior Membership – Age under 21

Each Principal member has the right to take up "Junior Membership" for his / her golfing children. Such "Juniors" are defined as the child of a Principal Member under the age of 21. There are no once-off entrance levies, nor subscriptions payable on Junior Memberships, which may be taken up at any time. A birth certificate or positive identification must be provided at registration. This membership automatically terminates on the day that the child turns 21 years of age.

Family Membership – Age over 21

Each Principal member has the option to take up "Family Membership" but this option only applies to:

- The Parents of a Principal member
- The Adult children of a Principal member over 21 years of age.

There are no once-off entrance levies for this category, but club subscriptions are payable. It may be taken up at any time. The membership will remain active for a period of 12 months or until 30 September of each year, whichever comes first, and may be activated and de-activated as needed.

Fractional Membership

There are properties which are owned jointly by a number of people. If there is more than one owner, the owners can elect to purchase up to a maximum of 3 additional memberships (thus a maximum of 4 memberships per property being the Principal plus three Fractionals), save for registered Sectional Title developments within the Estate where the number of permitted Fractional Memberships shall be determined as being a maximum of one per unit. In this event, all of these memberships shall be referred to as Fractional Memberships.

The owner(s) of the property must still nominate one party to (i.e. the Principal Member) to cast a vote and generally act as the shareholder in the Club.

The Fractional Memberships must always be attached to the property and cannot be sold separately from the fractional interest in the property or from the interest in the Club share which is linked to the property.

The additional Fractional Memberships do not lead to additional shares in the company being issued or obtained, nor does it increase the voting rights at shareholders meetings, or meetings of the members of the golf club. The rule applies – one share means one vote.

Each fractional membership will be allowed an associated Secondary (spouse or 'life partner') and / or Family Membership(s).

The nominated Principal Member, as the holder of the Club share shall be responsible for the payment of the subscriptions in respect of all of the Fractional Members, Secondary Members and Family Memberships (for family over 21/parents).

A once-off Fractional Membership entry levy of R10 000 plus VAT per fraction applies. This levy is non-refundable.

Gold Memberships

This class of membership has been designed for the corporate user and for rental accommodation. This also applies to properties which may be placed in a rental pool. It does not apply to properties which have been fractionalised. Because it becomes impossible to nominate all of the members in advance, the owner of each property may elect to purchase Gold Memberships equal to the number of beds on the property with a maximum of 8.

The Principal Member or property owner who has acquired the Gold Memberships shall nominate a Gold Member for a specific period, which shall not be less than one day.

There are club subscriptions payable per Gold Membership. As the Club offers access to members before guests, the primary purpose and advantage to purchasing Gold Memberships is that of access to the Club and golf course.

Guests of Gold members so nominated will be regarded as visitors and must pay visitors' green fees, for them to play.

Gold Members do not qualify for discounts in the Club and aren't eligible to participate in "Member Only" events.

A once-off entry levy per Gold Membership of R30 000 plus VAT applies. This levy is non-refundable.

Depending on the demands made on the golf course during the peak season, it may be necessary to limit the number of golf rounds which may be booked in respect of the Gold Memberships to prevent congestion. This shall be determined by the Board of Directors.

During peak seasons as determined by the management of the Club, the advance booking of golf rounds (tee times) for Gold Members, might be restricted.

Nominated Memberships

The Board of Directors have made available a temporary membership category known as "Nominated Members". The Board shall have the right to suspend or cancel this category at its discretion as a whole or immediately on an individual basis as a result of conduct unbecoming of a nominated member.

A Nominated Membership is a means for a property owner to effectively "rent" out their golf playing rights attached to their Principal membership, to a non-Links property owner who shall be known as a Nominated Member.

A Nominated Member may then have use of the golf course, as a member of the Club, but may only participate in annual events such as Club Championships, the Member-Member and Member-Guest event if he / she is handicapped at St Francis Links for the duration of his / her membership at the Club.

A Nominated Member shall not have access to the estate's Leisure Centre.

The Principal Member will no longer have use of his / her golf playing right but will retain his / her voting rights and remains responsible for the payment of club subscriptions and any other relevant levies due.

A Nominated Membership is in effect from the date upon which the Company receives the requisite completed documentation and ensures that the member / shareholder is in good standing, until the end of the Club's financial year. The membership will not automatically be renewed and is not transferable to another person during this time.

Advertising of this temporary membership is strictly prohibited and failure to comply with this will result in the temporary membership being revoked.

Nominated Members are subject to the Rules of the HOA. Should penalties be levied against a Nominated Member, his / her right to play golf shall be suspended until such penalty levies have been settled in full.

To participate in the annual events such as Club Championships, the Member-Member and Member-Guest events, Nominated members must be handicapped at St Francis Links for the duration of his / her membership at the Club.

Maximum – Various Memberships

The Board shall have the right to determine a maximum number of properties where Secondary, Family, Gold or Fractional Memberships shall be allowed.

Allocation of Further Memberships

There is a large property adjoining the estate and owned by a third party. Just as with the St Francis Links Villas, a sectional title development within the Estate, in the event of such property being subdivided into further erven, or sectionalised, such erven or sections may qualify for Memberships, according to the Board's determination and as approved by the Board.

Subscriptions

Payment of subscriptions are due in advance and will be collected by the Club via a mandatory debit order, unless paid in full, annually in advance by 1 October each year. In the event that subscriptions fall in arrears, memberships related thereto shall also be suspended. If in arrears or a debit order is returned, the subscriptions may be billed annually. Interest shall also be levied, in accordance with the Club's MOI.

Golf Bookings

Principal Members will have first access to the golf course, ahead of any other membership, Nominated members, tenants, or visitors.

Principal Members qualify for priority tee-times in the peak season and on a space-available basis.

Member green fees (at this time) are included in the club subscription. The Board of Directors reserve the right to charge green fees to any member category, with prior notice.

Golf bookings may be made in advance, but if a "no-show" occurs, the Member will be subject to a penalty levy equal to that paid by members' guests and charged to the Principal member who made the booking.

The booking of tee times remains the responsibility of the Member. Reliance should not be placed upon the Club to secure tee times or certain players per four ball. The Club has made available a golf booking smartphone app (also available on a website) for members to manage their own golf bookings.

Registration prior to Play

Every person playing golf, whether a Member or not, must register in person in the golf shop prior to play.

Handicapping

Any member in good standing may be handicapped at St Francis Links, but this is not automatic and the member must arrange same via the club's golf professional. A once-off card levy is payable upon first application and for replacement, but the annual union fees are included in the club subscription. The Board of Directors may however elect to charge such union fees to the member so handicapped.

Members' Guests

Any member in good standing may invite three "accompanied" guests as well as additional "unaccompanied" guests to play golf with him / her. Such members' guests will qualify for preferential green fees, provided that there is at least one member in the group. The Club may limit the number of guests a member may have during season. The Member remains responsible for the conduct of his / her guests at all times (including for any damages to property incurred by his / her guests and outstanding fees).

Club Discounts

All categories of membership qualify for discount on food and beverage purchases at the clubhouse and "soft" merchandise in the golf shop, subject to the following:

- If the member is in good standing
- If payment is by way of the member debit system (from his / her pre-topped-up club spending account)
- Functions, specials, external catering and / or other special events are excluded from discounts.
- Should the Member have insufficient credit in his account and doesn't top the account up the same day, he / she will receive a warning, may then forfeit the discount and will thereafter be charged an administration levy. Refer to the Conduct Rules of the Club.

Estate Guests and Travel Agents

Guests in rental accommodation on the estate, whether short term (defined as shorter than 3 months) or long term (defined as longer than 3 consecutive months) do not automatically qualify for discounted green fees.

"Referral" rate green fees may be offered to guests booked by licensed travel agencies or guests residing in short term rentals on the Estate.

Conduct Rules

Each member and his visitors / guests must consult and abide by the Conduct Rules of the Club (a copy of which appears on the homeowner login section of the St Francis Links website or obtainable from the Clubhouse).

Obligations

Members of all categories are subject to the obligations imposed in terms of the Club's governing documents.

Modification of Provisions

The provisions outlined in this document are subject to modification or deletion at the discretion of the Board of Directors as provided for in the MOI.

Current Fees And Subscriptions

Current playing fees, including green fees for various categories of players, golf cart or club rentals etc may be obtained from the golf shop: golf@stfrancislinks.com

The current subscriptions for various categories of membership, once-off entrance fees (where applicable) etc may be obtained from the HOA office: hoa@stfrancislinks.com

Links Golf Club (RF) Limited and the St Francis Links Homeowners Association NPC are inextricably linked. It is also governed by the same Board of Directors and the St Francis Links Homeowners Association NPC acts as collection agent on behalf of Links Golf Club (RF) Limited and vice versa.