

Company No 1184362-D

SCHEDULES TO TRUST DEED



TOWER CLUB PENANG BERHAD

1184362-D

Company No 1184362-D

SCHEDULE 1
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

PRINCIPAL AGREEMENT DATED 19th DECEMBER 2012

Company No 1184362-D

SCHEDULE 2
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

LEASE AGREEMENT DATED 19th DECEMBER 2012

Company No 1184362-D

SCHEDULE 3

(of the Principal Trust Deed)

(to be read, interpreted and construed as an essential part of this Deed)

LETTER OF NOVATION DATED 25th JUNE 2013
NOVATION AGREEMENT DATED 27th AUGUST 2013

Company No 1184362-D

SCHEDULE 4
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

SUB-LEASE AGREEMENT DATED 1st JULY 2016

Company No 1184362-D

SCHEDULE 5
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE MEMBERSHIP AGREEMENT

Company No 1184362-D

SCHEDULE 6
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE RULES & REGULATIONS

Company No 1184362-D

SCHEDULE 7
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE BY-LAWS

SCHEDULE 8
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE CLUB FACILITIES

THE ASSOCIATE FACILITIES

The Club Facilities

Level 59

Club Reception
Tea Lounge
Dining Deck

Level 60

Boardroom
Business Suites
Lounge / Bar & Dance
Bottle Room
Wine Cellar
Wines & Cigars Room

Level 66

Gym Reception
Gym

Level 67

Club Reception
Tower Spa
Member's Lounge
Pool & Billiard
Karaoke Suites
Games Rooms
Library
Business Centre

The Associate Facilities

Grand Ballroom (Level 5)
Imperial Court Restaurant (Level 5)
Umi Restaurant (Level 5 & 6)
Top View Restaurant (Level 59)
Coco Cabana Bar & Bistro (Level 68)

SCHEDULE 9
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE MEMBERSHIP FEE

Individual Membership:	Ringgit Malaysia Fifteen Thousand (RM15,000.00) only (excluding GST)
Ordinary Membership:	Ringgit Malaysia Eighteen Thousand (RM18,000.00) only (excluding GST)
Corporate Membership:	Ringgit Malaysia Twenty Five Thousand (RM25,000.00) only (excluding GST)
Honorary Membership:	Nil
Term Membership:	Not yet available

SCHEDULE 10
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE SUBSCRIPTION FEE

Individual Membership:	Ringgit Malaysia Eighty (RM80.00) only (per month) (excluding GST)
Ordinary Membership:	Ringgit Malaysia One Hundred (RM100.00) only (per month) (excluding GST)
Corporate Membership:	Ringgit Malaysia One Hundred and Fifty (RM150.00) (per month) (excluding GST)
Honorary Membership:	Nil
Term Membership:	Not yet available

SCHEDULE 11
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE SECURITY DEPOSIT

Individual Membership:	Ringgit Malaysia Five Hundred (RM500.00) only
Ordinary Membership:	Ringgit Malaysia One Thousand (RM1,000.00) only
Corporate Membership:	Ringgit Malaysia One Thousand Five Hundred (RM1,500.00) only
Honorary Membership:	Nil
Term Membership:	Not yet available

SCHEDULE 12
(of the Principal Trust Deed)
(to be read, interpreted and construed as an essential part of this Deed)

THE REPURCHASE

1. It is agreed that in this repurchase scheme (hereinafter called “**the Repurchase**”), the Operator shall be entitled to deduct the following sums (hereinafter called “**the Allocated Deducted Sum**”) from the nett purchase price paid by the Members towards the Membership Fee (hereinafter called “**the Purchase Price**”): -

Category of the Membership	The Allocated Deducted Sum
The Individual Membership	Ringgit Malaysia Twelve Thousand (RM12,000.00) only
The Ordinary Membership	Ringgit Malaysia Fifteen Thousand Six Hundred (RM15,600-00) only
The Corporate Membership	Ringgit Malaysia Twenty Four Thousand (RM24,000.00) only

2. The sum representing the Purchase Price *less* the Allocated Deducted Sum (hereinafter called “**the Balance Purchase Price**”) shall be the amount to be taken into account in the calculation of the Repurchase.
3. The Operator shall repurchase the Timeshare Membership from the Timeshare Member at the repurchase price (hereinafter called “**the Repurchase Price**”) to be calculated as follows:-

Year of repurchase	Category of the Membership		
	<i>The Individual Membership</i>	<i>The Ordinary Membership</i>	<i>The Corporate Membership</i>
Initial four (4) years from the date of the Membership Agreement	No repurchase	No repurchase	No repurchase

5 th year	25% of the Balance Purchase Price	25% of the Balance Purchase Price	25% of the Balance Purchase Price
6 th year	20% of the Balance Purchase Price	20% of the Balance Purchase Price	20% of the Balance Purchase Price
7 th year	10% of the Balance Purchase Price	10% of the Balance Purchase Price	10% of the Balance Purchase Price
8 th year	5% of the Balance Purchase Price	5% of the Balance Purchase Price	5% of the Balance Purchase Price
9 th year onwards	RM1-00	RM1-00	RM1-00

4. The Repurchase shall be subject to the following terms and conditions: -
- (a) The Member must make a written request to the Operator for the Repurchase (hereinafter called “**the Repurchase Request**”);
 - (b) The Repurchase shall only be applicable if the Member has fully settled the Membership Fee and all outstanding payments due and owing to the Operator as at the date of the Repurchase Request;
 - (c) The Repurchase shall *not* be operative if the Membership Fee is not paid by the Member but *either* paid by a third party *or* where the Membership is allocated without any monetary considerations;
 - (d) The Repurchase Price shall be calculated on an anniversary year basis, commencing from the date of this Agreement; and
 - (e) The Operator shall only effect the Repurchase upon the Member returning to the Operator the duplicate copy of this Agreement, the official receipts issued by the Operator and all documents evidencing the ownership of the Member.