

ARK HILLS CLUB / Club By-laws

NAME AND DOMICILE

1. **Name**
The Club shall be called ARK HILLS CLUB, (hereinafter referred to as the "Club").
2. **Domicile**
The principal operations of the Club shall be carried on at East Wing 37th Floor, ARK Mori Building, 12-32, Akasaka 1-chome, Minato-ku, Tokyo.

PURPOSE, MANAGEMENT AND ORGANIZATION

3. **Purpose**
The purpose of the Club are to promote international exchange between members, both private and public, by providing appropriate facilities and by hosting various cultural events and promotions.
4. **Owner, Management and Organization**
The Club facilities and all other properties appurtenant thereto are owned by Mori Hospitality Corporation (hereinafter referred to as the "Proprietor"). The Proprietor shall appoint a Manager (including an individual or a legal entity) to organize, manage and administer all matters associated with the operations to be conducted in accordance with these Club By-laws (the "By-laws"). The Proprietor and the Manager may appoint a Board of Advisors, Membership Committee, or any other committees as appropriate, as advisory bodies.

RULES AND REGULATIONS

5. **Club Rules**
 - Article 1
The Proprietor may set, and from time to time amend, the rules and regulations to be abided by all members and applicants for membership in conjunction with the election to membership and the usage of the Club. These rules and regulations shall include these By-laws, ARK HILLS CLUB General Rules (the "General Rules"), and House Rules, (hereinafter generally referred to collectively as the "Club Rules").
 - Article 2
The Proprietor may set, and from time to time amend when deemed appropriate, any other rules and regulations, (hereinafter generally referred to as "Other Regulations").
 - Article 3
The Proprietor shall notify all members through the Club whenever the Club Rules and Other Regulations are newly set and/or amended.

MEMBERSHIP

6. **Eligibility**
 - Article 1
Members are those individuals over the age of 30 years and those corporations registered in Japan or those partnerships or unincorporated associations existing under Japanese law, (hereinafter generally referred to as "Corporations"), who have applied for membership in the Club based on an invitation of the current member, and have completed all the applicable procedures as prescribed by the General Rules to become members.
 - Article 2
Screening for election to membership shall be based upon, among other things, the financial standing, social reputation, and economic stability of the applicant and, in case of individual membership or individual nominated by a corporation, upon the good character of the individual or, in the case of Corporate Membership, the culture of the corporate applicant. The final approval for the membership application shall be made by the Board of Advisors (hereinafter referred to as the "Board"). The determination of the approval or denial of the application shall take into consideration the applicant's potential and ability to contribute continuously to the Club's benefit.
 - Article 3
The Club shall have the following membership classifications (hereinafter the following are generally called the "Members"):
 - ① Individual Members
 - ② Corporate Members
 - ③ Life Members
 - ④ Honorary Members

⑤ Diplomatic Members

Article 4

The membership classifications as prescribed in Article 3 are defined as below.

① Individual Members

Individual Members are for those individuals over the age of 30 years, and the right to attain such membership belongs solely to such individual applicant. Individual Members and their spouses shall be entitled to full usage of the club facilities as prescribed under the Club Rules and Other Regulations. Individual Membership may be converted to Life Membership in accordance with the procedures set forth in the General Rules by payment of the prescribed fee to the Club.

② Corporate Members

Corporate Members are for Corporations, and the right to attain such membership belongs solely to corporate applicant. A Corporate Member shall appoint one individual over the age of 30 years who is a member of such Corporation (hereinafter referred to as the "Nominee"). The Nominee and his or her spouse shall be entitled to full usage of the club facilities as prescribed under the Club Rules and Other Regulations. A Corporate Member may at any time replace their Nominee by paying a replacement fee in accordance with the approval procedures set forth in the General Rules.

③ Life Members

Life Members are for those individuals over the age of 60 year, and the right to attain such membership belongs solely to such individual applicant. Life Members and their spouses shall be entitled to full usage of the club facilities as prescribed under the Club Rules and Other Regulations. A Life Member shall have the privilege to be exempted from Annual Dues payments.

④ Honorary Members

Honorary Members are for those individuals over the age of 30 years, whose outstanding contribution and reputation are widely accepted among the domestic and international community and are invited from time to time by the Club for the purpose of promoting the Club. Honorary Members and their spouses shall be entitled to full usage of the club facilities as prescribed under the Club Rules and Other Regulations.

⑤ Diplomatic Members

Diplomatic Members are those ambassadors and special envoys of over the age of 30 years, residing in Japan or overseas, who are invited by the Club for the purpose of promoting international exchange and communication within the Club. A Diplomatic Members and their spouses shall be entitled to full usage of the club facilities as prescribed under the Club Rules and Other Regulations.

Article 5

The Proprietor shall have the right to introduce additional membership classifications other than those defined in Article 4 and to determine the maximum number for each classification, and any terms and conditions applicable to any existing or additional classifications of Members.

7. Rights and Obligations of Members

Article 1

The membership of any Member does not confer upon such Member any ownership, interest, right, benefit or title to or any other right in any property or asset of the Club (the "Club Facilities") except the right to use the Club Facilities and related services. No Member by virtue of their membership only, assumes any liability of the Club whether in respect to its property or assets except the obligation to use the Club Facilities in good faith.

Article 2

The Proprietor will provide Members with the Club premises, and all Members, or Nominees in the case of Corporate Members, shall be entitled to the full use of the Club Facilities and the related services in accordance with the Club Rules and Other Regulations.

Article 3

The spouse of any Member, or of the Nominee in the case of Corporate Member, shall be entitled to the full use of the Club Facilities and the related services in accordance with the Club Rules and Other Regulations in the same manner as any Member.

Article 4

All Members are obligated to contribute to the sound development of the Club and to exchanges among the Members of the Club.

Article 5

All Members shall be required to pay the Annual Dues as prescribed by the Club in accordance with the General Rules.

Article 6

Members shall uphold the Club Rules and Other Regulations, and may retain their membership only upon full discharge of their respective financial and other obligations as prescribed therein. Nominees and their spouses are also obligated to uphold the Club Rules and Other Regulations in the same manner.

8. Application Procedure and Admission to Membership

Article 1

Application for membership to the Club shall be examined in accordance with the procedures prescribed in the General Rules.

Article 2

The Membership Committee shall, in accordance with the procedures determined by the Proprietor, consider all applicants for membership (hereinafter referred to as the "Applicants"), and the Board of Advisors shall make the final determination as to the approval. The Membership Committee and the Board of Advisors may, at their sole discretion, accept or reject any application without giving any reason.

Article 3

Following the final approval by the Board of Advisors, an Applicant shall be required to pay the Initiation Fee and the Initiation Deposit as prescribed under the General Rules.

Article 4

After payment of the Initiation Fee and Deposit, a Member shall visit the Club in person to receive the Deposit Receipt (Certificate of Membership) and Membership Card, and to receive the explanations regarding the Club and be introduced to the Club staff as a final initiation procedure. This ceremony is called an "Enrollment". Upon completion of the Enrollment, the Applicant shall be officially admitted as a Member, and shall receive all of the rights, benefits, and privileges of a Member, as well as to assume all obligations of a Member of the Club.

9. Initiation Fee and Initiation Deposit

Article 1

The Initiation Deposit set forth in Article 3 of forgoing Chapter 8 shall be refunded in accordance with these By-laws and General Rules at the time of withdrawal from membership; however, the Initiation Fee is not returnable, under any circumstances.

Article 2

No interest shall accrue on the Initiation Deposit.

10. Deposit Receipt (Certificate of Membership) and Membership Card

Article 1

A Deposit Receipt (Certificate of Membership) shall be issued to each Member. A Membership Card shall also be issued to each Member, or Nominee in the case of a Corporate Member, and to their spouses.

Article 2

A Deposit Receipt (Certificate of Membership) shall indicate the name of the Member, the membership classification, the date of election to membership and the amount of the Initiation Deposit paid by the Member. If lost, a Deposit Receipt (Certificate of Membership) shall be reissued in accordance with the procedures set forth in the General Rules.

Article 3

A Deposit Receipt (Certificate of Membership) shall serve as the receipt for the initiation Deposit.

Article 4

A Member shall return the Deposit Receipt (Certificate of Membership) to the Club and the Club shall issue a receipt for the Deposit Receipt (Certificate of Membership) to the Member as appropriate when:

- (1) the Member claims for a refund of the Deposit;
- (2) the Member applies for a transfer of Membership;
- (3) the Member applies for a transfer to Life Membership; or
- (4) the Club so requests the Member for any other reasons.

Article 5

A Membership Card shall indicate the name of the Member, or of the Nominee in the case of a Corporate Member, or of their spouses. If lost, a Membership Card shall be reissued in accordance with the procedures set forth in the General Rules.

Article 6

Members and their spouses shall carry their Membership Card at all times during their use of the Club Facilities, and shall present the Membership Card promptly to the Club staff upon request.

Article 7

Members and their spouses shall not loan the Membership Card to any third party. Should a third party use the Club Facilities using a Membership Card, the Member to whom the Club has issued such Membership Card shall be fully responsible for such use, including for payment of any usage fees, irrespective of whether such Membership Card is loaned, stolen, or for any other cause.

Article 8

The Membership Card shall be returned to the Club when:

- (1) the Member withdraws or takes a leave of absence from the Club;
- (2) a Corporate Member replaces a Nominee;
- (3) the Member applies for a transfer of Membership; or
- (4) the Club so requests the Member for any other reason.

Article 9

A Membership Card and a Deposit Receipt (Certificate of Membership) may not be assigned, pledged, hypothecated or otherwise disposed of by any Member.

11. Guests

Members and their spouses may bring non-members to the Club Facilities as their accompanied guests. Guests shall also be requested to abide by the Club Rules and Other Regulations. Members and spouses shall be fully responsible, jointly and severally, for the conduct of their guests and any costs incurred by the guests in the Club.

12. Change of Nominees

Article 1

Corporate Members may at any time replace their Nominees in accordance with the procedures prescribed in the General Rules and by paying a specified fee to the Club.

Article 2

In the event that the individual nominated by the Corporate Member is not approved by the Membership Committee, the Corporate Member may nominate another individual.

Article 3

The Corporate Member shall be fully responsible, jointly and severally, for the conduct of their Nominees and the spouses of their Nominees, and shall continue to be responsible even after the separation of the Nominee from the Corporation until the Corporation cancels their nomination. The Corporation shall be responsible for all of the obligations as a Club Member throughout the period during the procedure for the replacement of a Nominee, including the payment of the Annual Dues.

MEMBER'S LIABILITIES TO THE CLUB

13. Annual Dues

Article 1

The Proprietor may from time to time determine and alter the amount, the method of payment and the time of payment of the Annual Dues. The announcement shall be made by the Club to each Member as appropriate in accordance with the procedure set by the Club.

Article 2

Members, except for Honorary Members and Life Members, are obliged to make lump sum advance payment of the Annual Dues determined by the Proprietor in accordance with the General Rules.

Article 3

Corporate Members are obliged to make lump sum advance payment of the Annual Dues determined by the Proprietor in accordance with the General Rules even when their Nominees are disapproved of by the Club or if their is a vacancy of their Nominee for any reason. The Corporate Member shall also be obliged in the same manner after the Nominee's from the Corporation.

Article 4

The Annual Dues may not be set off against the Initiation Deposit or any other charges payable by the Proprietor or the Club to the Member.

Article 5

The Annual Dues may neither be discounted nor waived in case of suspension of membership.

Article 6

The Annual Dues already paid shall not be returned in any case.

14. Payment for Regular Club Usage

Article 1

A monthly invoice for Club usage shall be calculated at the end of each month and sent to each Member. The Members who have received invoices shall be required to pay such invoice within 30 days of the date of the invoice.

Article 2

The total amount of the monthly invoice for Club usage shall be evidenced by the bills signed by the Member, their spouse, or by their guests at the time of the usage of the Club Facilities. The Member and their spouse shall be responsible for confirming the particulars of the bills and for signing of the bills.

Article 3

In the event that the payment is not made by the due date and remains outstanding, the Club shall have the right to take any appropriate actions including sending of a notice to facilitate the payment, sending of a notification of suspension of the right to Club usage, and to make any necessary determinations including expulsion of the Member.

Article 4

The payment for Club usage may also be made by cash or by credit cards specified by the Club.

15. Member's Liabilities Arising from Violation of Club Rules and Other Regulations

The Member shall be liable for any loss, damage or expense to any other Member, the Club, or Club staff caused by or relating to the violation of the Club Rules or Other Regulations by the Member, their spouse or their guests. The Proprietor shall have the right to claim payment for such liabilities from

the Member in its own name or that of the Manager, and the Member shall be required to make immediate payment of the full amount of such liabilities.

CLUB'S LIABILITIES TO MEMBERS

16. Refund of Initiation Deposit

Article 1

In the event that the withdrawal of a Member from the membership in accordance with the prescribed procedures is approved by the Club, the Proprietor shall return the initiation Deposit paid by such Member upon completion of the procedure for refund as prescribed under the General Rules.

Article 2

In the event that a legal representative or a legal successor of any deceased Individual Member or Life Member claims for refund of the Initiation Deposit paid by the deceased Member, the Proprietor shall return the Initiation Deposit paid by such deceased member in accordance with the procedure prescribed in the General Rules upon confirmation that such legal representative or a legal successor possesses legal qualification as such.

Article 3

In the event that the Proprietor has given notice that it will no longer continue to provide Member with the Club Facilities for any reason (except for temporarily unavailability, such as due to construction), the Proprietor may refund Member their Initiation Deposits at such time as determined by the Proprietor. Upon refund of such Initiation Deposit, or at the time as determined by the Proprietor as set forth above in the event that the Member is not entitled to a refund in accordance with Article 5, all rights of such Member in relation to the Club shall cease.

Article 4

The amount of the Initiation Deposit to be refunded in accordance with Article 3 shall be the amount indicated on the Deposit Receipt (Certificate of Membership).

Article 5

The Member or the legal successor thereof shall not be entitled to a refund of the initiation Deposit prescribed in the above articles unless any and all payments and discharge of obligations due to the Proprietor and the Club have been completed.

Article 6

The right to receive a refund of the Initiation Deposit may not be assigned, pledged, hypothecated or otherwise disposed of by any Member without the consent of the Club.

TRANSFER OF MEMBERSHIP AND SUCCEEDING TO MEMBERSHIP

17. Transfer of Membership

Article 1

The membership rights excluding those of Honorary Members and Diplomatic Members may be transferred in accordance with the procedure prescribed under the General Rules and by paying a prescribed fee for Transfer of Membership, provided, however, that the transferee must fulfill the membership requirements as prescribed in these By-laws and the application for the transfer must be duly approved by the Membership Committee and by the Board of Advisors in accordance with the procedure prescribed in the General Rules.

Article 2

In the event of the transfer of the membership, the right to claim for a refund of the Initiation Deposit shall be deemed to transfer to the transferee together with the membership.

Article 3

No Member may transfer the membership until all obligations of such Member to the Proprietor and the Club, including payments for Club usage and Annual Dues, is fully discharged.

Article 4

In no event shall the Club act as an intermediary to recommend or to introduce parties for the transfer of any membership.

Article 5

The Club shall not take any part in any manner in any transaction or contract relating to the transfer of membership between the transferor and the transferee.

18. Succession of Individual Membership and Life Membership

An Individual Member or a Life Member shall be regarded as having withdrawn from membership when deceased. The Club shall not approve the succession in any manner of his/her membership by any party.

VARIOUS PROCEDURES

19. Withdrawal from Membership

Article 1

A Member may apply for withdrawal from the membership at any time by notifying the desire to withdraw by sending a prescribed form to the Club by registered mail 30 days in advance of the desired date of the withdrawal. Upon receipt of the form the Club shall confirm that the Member has discharged in full all financial obligations to the Proprietor and the Club, including the payment of Annual Dues and any other payments and has returned the Deposit Receipt (Certificate of Membership) and upon such confirmation, shall formally accept the Member's application for withdrawal from the membership. The date of such acceptance shall be the date of the withdrawal.

Article 2

In addition to the case described in the preceding Article, a Member shall be regarded as having withdrawn from membership and all rights of the spouse of such Member to use the Club Facilities shall also automatically terminate if:

- (1) the Individual Member, the Life Member, the Honorary Member, or the Diplomatic Member becomes deceased or the Corporate Member becomes dissolved;
- (2) the Member transfers his/her membership; or
- (3) the Club terminates its operations.

Article 3

Upon withdrawal a Member shall no longer have any rights, benefits or privileges of membership and will cease to be entitled to use the Club Facilities.

20. Leave of Absence from the Club

Article 1

A Member may apply for leave of absence for a maximum period of 2 years for justifiable reasons, including overseas residency, in accordance with the procedure prescribed in the General Rules by obtaining the approval of the Board of Advisors.

Article 2

A Member shall be exempted from payment of the Annual Dues during the period of the leave of absence. However, the refund of the Annual Dues already paid or the refund of the same against the fee for Leave of Absence shall not be permitted.

Article 3

The Member shall not be entitled to use the Club Facilities during the Leave of Absence.

Article 4

Leave of Absence may be taken only once during the life of the membership, except in the event of a special reason.

SUSPENSION OF MEMBERSHIP AND EXPULSION

21. Suspension of membership

Article 1

The Proprietor may, at its sole discretion, suspend a Member of a Nominee for an undetermined period, if:

- (1) the Member has, or is suspected to have violated the Club Rules or Other Regulations; or
- (2) the Member has lost social reputation by having committed or is perceived to have committed a crime, or has lost financial status through petition for bankruptcy or composition, dishonored note, or any other cause, or has been determined by the Club to no longer to meet the membership requirements.

Article 2

In the event of the preceding Article 1, the notification of the suspension of the membership shall be made to the Member in accordance with the procedure determined by the Club.

Article 3

The Proprietor, at its discretion, may cancel the suspension of membership in the same manner as the suspension of membership. In such event, the notification of the cancellation of the suspension shall be made to the Member in accordance with the procedure determined by the Club.

Article 4

In the event that Article 1 (2) shall apply, the relevant Member may transfer the membership to a third party in accordance with these By-laws and the General Rules by paying a Transfer Fee.

22. Expulsion of Member

Article 1

The Proprietor at its discretion may, with an approval of the Board of Advisors, expel a Member from the Club without providing any reason if:

- (1) the Member has impaired the Club's dignity through any means or actions;
- (2) the Member has acted in a manner detrimental to the Club's interest;

- (3) the Member has committed grave violation of the Club Rules and Other Regulations; or
- (4) the Member has committed a crime or if there is any other cause for suspension of membership.

Article 2

In the case of preceding Article 1, the expulsion may be effected by sending a Notification of Expulsion to the Member through registered mail to the Member's address registered at the Club in accordance with Chapter 29 of these By-laws.

Article 3

The Member expelled from the membership shall immediately lose the right to use the Club, and shall no longer be entitled to any benefits or privileges as a Member. The refund of the Initiation Deposit to the expelled Member shall follow the conditions and procedure for Refund of the Initiation Deposit as prescribed in the Club Rules.

Article 4

A Corporate Member's rights as a Member shall not cease in the event that its Nominee is expelled from membership in accordance with Article 1. However, a Corporate Member shall also be expelled from the membership if the Proprietor also expels the Corporation along with its Nominee, or the Corporation or its representative is subject to the above prescribed reasons.

BOARD OF ADVISORS AND COMMITTEES

23. Board of Advisors

Article 1

The Club may appoint a Board of Advisors comprised of the number of members as the Club may consider appropriate.

Article 2

Members of the Board of Advisors shall serve without any fee or other form of compensation and shall not, by virtue of such membership, assume any obligation or liability connected with the Club's operations, assets, or finances.

Article 3

The members of the Board of Advisors understand that their mission is to jointly facilitate the sound development of the Club, and shall actively participate in the recruitment of suitable new members to enhance the stature of the Club.

Article 4

The Club shall appoint a Chairman and Director of the Board after consultation with the members of the Board of Advisors. The terms for Chairman and Vice Chairman shall be 2 years. However, they shall be re-appointed, as a rule, by the Club after their term unless otherwise determined by the Club or unless they resign for any reason. The Club shall hold a regular Board of Advisors meeting twice a year.

Article 5

The Board of Advisors shall advise the Manager on all matters relating to the operation of the Club and all other matters concerning the Club on which the Manager may from time to time confer with the Board of Advisors.

Article 6

The Manager shall submit to the Board of Advisors on an annual basis a report on the operations of the Club. This report will objectively evaluate the quality of all such matters which the Manager may consider appropriate for presentation to the Board for consideration.

Article 7

The Manager may at any time call for a meeting of the Board of Advisors and may submit such information relating to the Club as deemed appropriate in the form of a report to the Board of Advisors.

Article 8

A member of the Board of Advisors shall vacate the office or cease to be a Board member if:

- (1) the member become incapacitated, by reason of unsound mind or ill health, to perform the duties as a member of the Board of Advisors; or
- (2) the member is petitioned or petitions for bankruptcy procedures or civil rehabilitation procedures; or
- (3) the member submits a notice of resignation from the Board of Advisors in writing to the Club.

Article 9

Each member of the Board of Advisors shall keep all information and reports received as a Board member from the Manager confidential, and shall not disclose such information or reports or any part thereof to the public or other Members of the Club except for such information the Manager has disclosed to Members of the Club for the purposes of promoting the Club.

24. Committees

Article 1

The Club may at any time as it deems appropriate establish any committee to plan, evaluate, or review all matters relating to the operations of the Club or any other matters connected to the Club. Those committees may include,

without limitation, a Membership Committee to consider applications for membership and Nominees nominated by Corporate Members and to conduct interviews with applicants and the Nominees, a committee to propose appointee(s) to the Board of Advisors, and a committee to advise the Board of Advisors on the suspension or expulsion of Members.

Article 2

Each member of the committee shall keep all information and reports received as a committee member from the Manager confidential, and shall not disclose such information or reports or any part thereof to the public or other Members of the Club except for such information the Manager has disclosed to Members of the Club for the purposes of promoting the Club.

25. Authority of the Board and the Committees

All advice, recommendations and decisions made by any committee or the Board of Advisors shall be of an advisory nature only and shall not bind the Proprietor or the Manager.

MISCELLANEOUS

26. Responsibilities of the Proprietor, Manager, Committees and the Board of Advisors

All Members, Nominees, their spouses, guests, and all other persons shall enter the Club premises and use the Club at their own risk. Neither the Proprietor, the Manager, the Board of Advisors, nor the Committees or their members appointed by the Club shall be liable in any manner whatsoever, whether by way of contract or tort or statutory duty, to any Member, Nominee, their spouse or any other person for any personal injury, damage, loss, cost or expense caused to his/her person or any property held within the Club premises or outside of the Club premises while participating in any Club sponsored activities.

27. Manager

The Manager shall be responsible for the execution of all matters as contained in these By-laws.

28. Business Relations between the Club and its Members and among Members

The Club shall not allow any Member, including any Board member, or their guests to perform any commercial activities of any personal interest, nor allow any Member to introduce other Members nor provide any information connected to other Members, whatsoever. Members shall not have the right to request of the Club nor its Employees for such introduction or information. Any activity hosted and managed by the Club shall be of a nature to facilitate communication and mutual benefit between and among the Members of the Club. The Club will maintain a roster of membership, which will be issued at an interval determined by the Club. No member shall have the right to loan or sell the roster to any third party or to utilize it for any business purpose whatsoever.

29. Notices

Article 1

Each Member shall register with the Club an address to which any notice, invoice, and other communication may be sent, and shall immediately notify the Club of any changes to such registered address in accordance with the General Rules.

Article 2

Any notice, invoice, or other communication addressed to the Member shall be sent to the Member by mail to their registered address; provided, however, that the Club may post the content to be notified on a website set up by the Club in lieu of giving a notice.

30. Interpretation and Disputes

Any dispute or difference as to the interpretation of the Club Rules or Other Regulations with regard to the Club shall be determined by the Proprietor whose decision shall be final and conclusive and binding on all parties concerned.

Effective Date: April 1, 1998
Amendment Date: April 1, 2013