



THE OAKS CLUB
AT VALENCIA

**THE OAKS CLUB AT VALENCIA
MEMBERSHIP PLAN**

MAY 15, 2018

THE OAKS CLUB AT VALENCIA

INTRODUCTION TO MEMBERSHIP PLAN

PURPOSE OF THE MEMBERSHIP PLAN

The Membership Plan describes the Memberships available at The Oaks Club at Valencia and other related matters. Capitalized terms used in this Introduction without definition shall have the meaning given to such terms in the Membership Plan.

CLUB OWNERSHIP AND USE OF THE CLUB FACILITIES

CF Arcis XIV, LLC, is the current Club Owner of the Club Facilities. The Club Facilities are being operated under the name The Oaks Club at Valencia. Use of the Club Facilities provided at the Club will be available to Members and Designees of the Club, the Immediate Family of Members and Designees of the Club, the Extended Family of Members and Designees of the Club, Guests and other persons permitted by Club Owner from time to time, subject to and in accordance with the Membership Plan and the Rules and Regulations. The Club Facilities may also be available for use by non-member users from time to time on such terms as Club Owner establishes.

MEMBERSHIP PRIVILEGES

The Club has offered in the past, and is currently offering, various categories and classifications of Memberships as further set forth in the Membership Plan. All Memberships in the Club are non-equity, non-proprietary, non-voting, non-transferable, non-assessable and only confer upon the holder a license to utilize the Club Facilities in accordance with the Membership Plan and the Rules and Regulations of the Club. Club Owner reserves the right to modify such Membership categories and classifications, the rights, privileges and obligations associated with such Membership categories and classifications, to add new Membership categories and classifications and/or to discontinue one or more of such Membership categories and classifications from time to time.

Members and Designees, the Immediate Family of Members and Designees, the Extended Family of Members and Designees and Guests are allowed to use the Club Facilities provided at the Club in accordance with the Membership Plan and the Rules and Regulations. By obtaining a Membership at the Club, Members acquire a non-exclusive, non-transferable and revocable license to use the Club Facilities provided at The Oaks Club at Valencia in accordance with the applicable Membership category and classification. Members do not obtain an equity or ownership interest in Club Owner, the Club or the Club Facilities, have no right to become involved in the management or operation of Club Owner, the Club or the Club Facilities and are not subject to any assessments.

THE DIRECTOR OF MEMBERSHIP IS AVAILABLE TO ANSWER INQUIRIES

Any questions concerning the Membership Plan, the Rules and Regulations and/or the Memberships at The Oaks Club at Valencia should be directed to the Director of Membership. The Director of Membership may be contacted at the Membership Office by calling (661) 288-1995.

FOLLOW THESE PROCEDURES TO APPLY FOR MEMBERSHIP

Persons who desire to acquire a Membership must comply with all of the following requirements:

- A. Complete and sign the Application and Agreement;
- B. If you are a Designee, complete and sign the Designee Application and Agreement;
- C. Deliver to the Director of Membership the completed and signed Application and Agreement and the Membership Deposit and/or Membership Fee, as applicable, as further set forth in the Application and Agreement; and
- D. If you are a Designee, deliver to the Director of Membership the completed and signed Designee Application and Agreement and the Membership Deposit and/or Membership Fee, as applicable, as further set forth in the Designee Application and Agreement.
- E. Attend a personal interview, if requested.

RELY ONLY ON INFORMATION IN THE MEMBERSHIP PLAN

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THE MEMBERSHIP PLAN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY CLUB OWNER.

MEMBERSHIPS ARE OFFERED ONLY FOR PURPOSES OF USING THE CLUB FACILITIES AND NOT AS INVESTMENTS

MEMBERSHIPS IN THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF GRANTING A LICENSE TO USE THE CLUB FACILITIES PROVIDED AT THE CLUB. ALL MEMBERSHIPS IN THE CLUB ARE NON-EQUITY, NON-PROPRIETARY, NON-VOTING, NON-TRANSFERABLE, NON-ASSESSABLE AND ONLY CONFER UPON THE HOLDER A LICENSE TO UTILIZE THE CLUB FACILITIES IN ACCORDANCE WITH THE MEMBERSHIP PLAN AND THE RULES AND REGULATIONS OF THE CLUB. A MEMBERSHIP SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT, AND NO PERSON OBTAINING A MEMBERSHIP AT THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM ACQUIRING A MEMBERSHIP AT THE CLUB OR ANY RIGHTS TO PARTICIPATE IN THE MANAGEMENT OF THE CLUB. THIS MEMBERSHIP PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL, STATE OR GOVERNMENTAL AUTHORITY AND NO INDEPENDENT CLUB INDUSTRY REVIEWER HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

THE OAKS CLUB AT VALENCIA

MEMBERSHIP PLAN

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THE OAKS CLUB AT VALENCIA

MEMBERSHIP PLAN

ARTICLE 1 INTRODUCTION

1.1 MEMBERSHIP OPPORTUNITY

CF Arcis XIV, LLC (the “Club Owner”) is the current owner of the Club Facilities (as defined below). The Oaks Club at Valencia (the “Club”) is offering an opportunity to acquire a Membership (as defined below) and become a Member or Designee (as said terms are defined below) of the Club. Pursuant to this Membership Plan (the “Membership Plan”), the privilege of using the Club Facilities at the Club is available to Members, Designees, the Immediate Family (as defined below) of Members and Designees of the Club, the Extended Family (as defined below) of Members and Designees, Guests (as defined below) and other persons permitted by Club Owner from time to time. All references to “Club Owner” shall include the “Club,” and all references to the “Club” shall include “Club Owner,” unless the context requires otherwise.

This Membership Plan amends, restates and replaces, in its entirety, all prior Membership Plans of the Club.

ARTICLE 2 CLUB FACILITIES

2.1 DESCRIPTION OF THE CLUB FACILITIES

The facilities of The Oaks Club at Valencia (the “Club Facilities”) include the following:

- an eighteen-hole golf course designed by PGA TOUR, Design Services, Inc., with player consultant Mark L. O’Meara, and related facilities and improvements;
- golf practice facilities including a driving range, practice putting green and related facilities and improvements; and
- an approximately 32,400 square foot clubhouse offering dining facilities, lounge, men’s and women’s locker room facilities, golf shop, golf cart storage facilities and related facilities and improvements.

2.2 OPERATION OF CLUB FACILITIES; CHANGES TO CLUB FACILITIES

Club Owner shall determine what Club Facilities will be open and available for use from time to time. Such determination shall be made by Club Owner based on a variety of factors including, without limitation, the number of active Members and Designees in Good Standing (as defined below), the overall demand for and usage of the Club Facilities, any required or desired maintenance and repair of the Club Facilities, any required or desired capital improvements or replacements to the Club Facilities, weather conditions, economic conditions, financial conditions and other factors deemed applicable by Club Owner. Club Owner will advise the Members and

Designees from time to time which Club Facilities will be open and made available for use. Without limiting the foregoing, in order to provide and encourage the enjoyment of the Club Facilities and to ensure that adequate services can be provided, the number, size, scope, nature and hours of operation of the Club Facilities are subject to change, and Club Owner reserves the right to add to, delete from, replace, renovate, close, limit access to and/or use of or otherwise modify the Club Facilities and to provide different rules governing access, use rights and privileges, sign-up privileges, guest privileges and starting times. Membership in the Club does not create any presumption that the Club Facilities or the services that may be available at the Club from time to time will continue to be available in their current state or condition. Club Owner has not committed to any additional facilities and there is no assurance that any additional facilities will be provided at the Club.

Club Owner shall not be liable for, and the Members and Designees assume all risks that may occur by reason of, any condition or occurrence including, without limitation, damage to the Club Facilities on account of casualty or caused by fire, tornado, flood, earthquake or other Act of God or otherwise caused by any act of willful misconduct, negligence or other act or omission of any other person or entity, or from any other cause whatsoever. No Member or Designee shall be entitled to any reduction or abatement in payment of the Membership Deposit and/or Membership Fee (as said terms are defined below) and/or any dues, fees, minimums, charges and/or other amounts during the closure of any portion of the Club Facilities or during the repair, renovation and construction of the Club Facilities.

ARTICLE 3 MEMBERSHIPS

3.1 CATEGORIES AND CLASSIFICATIONS OF MEMBERSHIPS

All Memberships in the Club are non-equity, non-proprietary, non-voting, non-transferable, non-assessable and only confer upon the holder thereof a license to utilize the Club Facilities in accordance with this Membership Plan and the Rules and Regulations (as defined below) of the Club. The Memberships do not confer any rights of Club Ownership or any other proprietary rights in any of the assets of the Club, and do not confer upon the holder thereof any right to share in the income, profits or distributions of the Club. Neither Members nor Designees of the Club have any right to participate in the management or operation of the Club Facilities.

The Club has previously offered, and currently offers, various categories and classifications of memberships (individually, a “Membership” and collectively, the “Memberships”), as described in this Article 3. Club Owner reserves the right to modify any or all of such Membership categories and classifications and/or the rights, privileges and obligations associated with such Membership categories and classifications, at any time and from time to time.

The Club currently offers three (3) categories and classifications of Membership in which the Membership Deposit originally paid by the Member or by the Designee, as applicable, is refundable upon the occurrence of certain events set forth in the applicable Application and Agreement (as defined below) of the Member or the Designee Application and Agreement (as defined below) of the Designee, namely Premier, Premier Junior and Premier Corporate Golf

Memberships, as described in Sections 4.1.1(b) through (d), respectively, below. In connection with the foregoing:

- The Club has merged the categories and classifications of Membership previously known as Charter Membership and Invitational Membership and renamed the new combined category and classification of Membership “Premier Membership.” Accordingly, effective as of the date of this Membership Plan: (a) all Charter Memberships and Invitational Memberships shall hereafter be referred to individually as a “Premier Membership” and collectively as the “Premier Memberships”; and (b) all Charter Members and Invitational Members shall hereafter be referred to individually as a “Premier Member” and collectively as the “Premier Members.”
- The Club has changed the name of the category and classification of Membership previously known as Junior Membership to Premier Junior Membership. Accordingly, effective as of the date of this Membership Plan: (i) all Junior Memberships shall hereafter be referred to individually as a “Premier Junior Membership” and collectively as the “Premier Junior Memberships”; and (ii) all Junior Members shall hereafter be referred to individually as a “Premier Junior Member” and collectively as the “Premier Junior Members.”
- The Club has changed the name of the category and classification of Membership previously known as Corporate Golf Membership to Premier Corporate Golf Membership. Accordingly, effective as of the date of this Membership Plan: (A) all Corporate Golf Memberships shall hereafter be referred to individually as a “Premier Corporate Golf Membership” and collectively as the “Premier Corporate Golf Memberships”; and (B) all Corporate Golf Members shall hereafter be referred to individually as a “Premier Corporate Golf Member” and collectively as the “Premier Corporate Golf Members.”

The Club previously offered the following category and classification of Membership in which the Membership Deposit paid by the Member is refundable upon the occurrence of certain events set forth in the Application and Agreement of the applicable Member, namely: Founder Membership. Founder Memberships are no longer offered by the Club and the category and classification of Founder Membership is closed. Existing Founder Members who are in Good Standing may continue as Founder Members of the Club and exercise the Membership Privileges (as defined below) associated with Founder Membership, subject to the rights, privileges, terms and conditions set forth in this Membership Plan, the Rules and Regulations and their respective Application and Agreement.

The Club currently offers seven (7) categories and classifications of Membership in which no portion of the Membership Fee originally paid by the Member or by the Designee, as applicable, is refundable, namely: Oaks, Oaks Junior, Oaks Guardian, Oaks Limited, Oaks Corporate Golf, Oaks National and Oaks Social Memberships, as described in Sections 4.1.2(a) through (g), respectively, below. In connection with the foregoing:

- The Club has changed the name of the category and classification of Membership previously known as Invitational II Membership to Oaks Membership. Accordingly, effective as of the date of this Membership Plan: (I) all Invitational II Memberships shall hereafter be referred to individually as an “Oaks Membership” and collectively as the “Oaks Memberships”; and (II) all Invitational II Members shall hereafter be referred to individually as an “Oaks Member” and collectively as the “Oaks Members.”
- The Club has changed the name of the category and classification of Membership previously known as Junior II Membership to Oaks Guardian Membership. Accordingly, effective as of the date of this Membership Plan: (III) all Junior II Memberships shall hereafter be referred to individually as an “Oaks Guardian Membership” and collectively as the “Oaks Guardian Memberships”; and (IV) all Junior II Members shall hereafter be referred to individually as an “Oaks Guardian Member” and collectively as the “Oaks Guardian Members.”
- The Club has changed the name of the category and classification of Membership previously known as Nonresident Membership to Oaks National Membership. Accordingly, effective as of the date of this Membership Plan: (V) all Nonresident Memberships shall hereafter be referred to individually as an “Oaks National Membership” and collectively as the “Oaks National Memberships”; and (VI) all Nonresident Members shall hereafter be referred to individually as an “Oaks National Member” and collectively as the “Oaks National Members.”
- The Club has changed the name of the category and classification of Membership previously known as Social Membership to Oaks Social Membership. Accordingly, effective as of the date of this Membership Plan: (VII) all Social Memberships shall hereafter be referred to individually as an “Oaks Social Membership” and collectively as the “Oaks Social Memberships”; and (VIII) all Social Members shall hereafter be referred to individually as an “Oaks Social Member” and collectively as the “Oaks Social Members.”
- The Club has also created the following new categories and classifications of Membership: Oaks Junior, Oaks Limited and Oaks Corporate Golf.

The Club currently allows Members and Designees in Good Standing in certain categories and classifications of Membership the opportunity to upgrade their Membership and receive “Valley Privileges” by paying an additional amount of monthly dues and certain other fees and charges, as more fully described in Section 3.4 below.

Although Premier Corporate Golf Memberships and Oaks Corporate Golf Memberships are separate categories of Membership, with regard to such categories:

(a) All references in this Membership Plan and in the Rules and Regulations to a “Corporate Membership” shall mean a Premier Corporate Golf Membership or an Oaks Corporate Golf Membership, unless the context otherwise requires;

(b) All entities that hold a Premier Corporate Golf Membership or an Oaks Corporate Golf Membership shall be referred to separately as a “Corporate Member” and collectively as the “Corporate Members,” unless the context requires otherwise;

(c) All references in this Membership Plan and in the Rules and Regulations to a “Designee” shall mean the Designee of a Premier Corporate Golf Member or the Designee of an Oaks Corporate Golf Member, unless the context otherwise requires;

(d) All references in this Membership Plan and in the Rules and Regulations to a “Premier Corporate Golf Member” shall mean the holder of a Premier Corporate Golf Membership, unless the context requires otherwise; and

(e) All references in this Membership Plan and in the Rules and Regulations to an “Oaks Corporate Golf Member” shall mean the holder of an Oaks Corporate Golf Membership, unless the context requires otherwise;

All persons or entities that hold a Membership shall be referred to separately as a “Member” and collectively as the “Members.”

Set forth below is a chart depicting the status of each category and classification of Membership that is closed as of the date of this Membership Plan.

Category and Classification of Membership	Status
Founder	Closed – no longer offered.
Charter	Closed – combined with Invitational Memberships and are now offered under the new category of Premier Memberships.
Invitational	Closed – combined with Charter Memberships and are now offered under the new category of Premier Memberships.
Invitational II	Closed – converted to the new category of Oaks Memberships.
Junior	Closed – converted to the new category of Premier Junior Memberships.
Corporate Golf	Closed – converted to the new category of Premier Corporate Golf Memberships.
Junior II	Closed – converted to the new category of Oaks Guardian Memberships.
Nonresident	Closed – converted to the new category of Oaks National Memberships.
Social	Closed – converted to the new category of Oaks Social Memberships.

Set forth below is a chart depicting the categories and classifications of Membership that are currently being offered as of the date of this Membership Plan:

Category and Classification of Membership	Status
Premier	New category initially consisting of Charter Memberships and Invitational Memberships.
Premier Junior	New category initially consisting of Junior Memberships.
Premier Corporate Golf	New category initially consisting of Corporate Golf Memberships.
Oaks	New category initially consisting of Invitational II Memberships.
Oaks Junior	New category of Membership.
Oaks Guardian	New category initially consisting of Junior II Memberships.
Oaks Limited	New category of Membership.
Oaks Corporate Golf	New category of Membership.
Oaks National	New category initially consisting of Nonresident Memberships.
Oaks Social	New category initially consisting of Social Memberships.

3.2 ADDITIONAL CATEGORIES AND CLASSIFICATIONS OF MEMBERSHIP MAY BE MADE AVAILABLE; DISCONTINUANCE OF CATEGORIES AND CLASSIFICATIONS OF MEMBERSHIP

Club Owner may authorize other categories and classifications of Membership from time to time. If additional categories and classifications of Membership are made available, Club Owner will establish the rights, privileges and obligations associated with the additional categories and classifications of Membership, the Membership Deposit and/or Membership Fee, as applicable, to be paid for a Membership in these additional categories and classifications of Membership and any dues, fees, minimums, charges and other amounts payable with respect to such additional categories and classifications of Membership. Club Owner may also discontinue one or more categories and classifications of Membership from time to time.

3.3 MEMBERS HAVE THE OPPORTUNITY TO UPGRADE TO A HIGHER CATEGORY OR CLASSIFICATION OF MEMBERSHIP

Members in Good Standing have the opportunity to upgrade to a higher category or classification of Membership. The opportunity to upgrade is subject to the availability of such higher category or classification of Membership and the payment to Club Owner of the difference between the Membership Deposit and/or Membership Fee, as applicable, then charged for the higher category or classification of Membership and the actual Membership Deposit and/or Membership Fee, as applicable, previously paid for the Member's existing category or classification of Membership.

3.4 MEMBERS AND DESIGNEES HAVE THE OPPORTUNITY TO UPGRADE THEIR MEMBERSHIP AND RECEIVE VALLEY PRIVILEGES

Members and Designees in Good Standing in certain categories and classifications of Membership have the opportunity to upgrade their Membership and receive additional rights and privileges at Valencia Country Club ("Valley Privileges"), subject to the payment of additional

dues, fees, minimums, charges and other amounts as specified and imposed by Club Owner from time to time. The Valley Privileges shall be outlined in a separate schedule published by Club Owner, as the same may be modified from time to time. The Valley Privileges may only be exercised by the Member or the Designee, and by the Immediate Family of the Member or the Designee, but not by the Extended Family of the Member or Designee. Club Owner reserves the right to limit the number of Members and Designees that may upgrade and receive Valley Privileges. Club Owner also reserves the right to discontinue the Valley Privileges at any time, whether due to a sale or other disposition of Valencia Country Club or for any other reason or no reason whatsoever. In such a case, no portion of the Membership Deposit and/or the Membership Fee, as applicable, originally paid by a Member or Designee, and no portion of the additional dues, fees, minimums, charges or other amounts previously paid for Valley Privileges, shall be refundable solely as a result of termination by Club Owner of the Valley Privileges. In the event the Membership Privileges of a Member or Designee are suspended pursuant to Section 6.8 hereof or in the event of Membership Expulsion Termination of a Membership pursuant to Section 6.9 hereof, and/or in the event of a Membership Termination and Redemption pursuant to Section 6.14 hereof, such suspension or termination shall automatically result in a comparable suspension or termination, as applicable, of such Valley Privileges as of the date thereof. In the event of a termination of a Membership and/or in the event of the termination of the status of a Designee pursuant to Section 6.4 hereof, such termination shall automatically result in a comparable termination of such Valley Privileges as of the date thereof. In such a case, no portion of the additional dues, fees, minimums, charges or other amounts previously paid for Valley Privileges shall be refundable solely as a result thereof.

ARTICLE 4 MEMBERSHIP PRIVILEGES

4.1 MEMBERSHIP PRIVILEGES

The privileges associated with each category and classification of Membership (“Membership Privileges”) are set forth generally below, subject to the terms and conditions contained in this Membership Plan and the Rules and Regulations.

4.1.1 Refundable Membership Deposit. A Membership Deposit is payable in connection with the following categories and classifications of Membership. The Membership Deposit is refundable, subject to and in accordance with the terms and conditions of this Membership Plan and the applicable Member’s Application and Agreement or the applicable Designee’s Designee Application and Agreement.

(a) **Founder Membership.** Persons at least eighteen (18) years of age are eligible to apply for a Founder Membership. Founder Members, their Immediate Family and their Extended Family, are entitled to use the Club Facilities, including all of the golf, clubhouse and social facilities of the Club, during normal operating hours and subject to availability. Founder Members and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. Founder Members, Premier Members, Premier Junior Members and Designees of Premier Corporate Golf Members, and their respective Immediate Family, enjoy first priority sign-up privileges for tee times and other first priority privileges specified by the Club from time to time.

The Club may restrict tee times during high demand periods. The rights, privileges and obligations of the Extended Family of Founder Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Founder Memberships are non-transferable, but the Membership Deposit paid for a Founder Membership is refundable subject to and in accordance with this Membership Plan and the Founder Member's Application and Agreement. The category of Founder Membership is closed and Founder Memberships are no longer being offered.

(b) **Premier Membership.** Persons at least eighteen (18) years of age are eligible to apply for a Premier Membership. Premier Members, their Immediate Family and their Extended Family, are entitled to use the Club Facilities, including all of the golf, clubhouse and social facilities of the Club, during normal operating hours and subject to availability. Premier Members and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. Founder Members, Premier Members, Premier Junior Members and Designees of Premier Corporate Golf Members, and their respective Immediate Family, enjoy first priority sign-up privileges for tee times and other first priority privileges specified by the Club from time to time. The Club may restrict tee times during high demand periods. The rights, privileges and obligations of the Extended Family of Premier Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Premier Memberships are non-transferable, but the Membership Deposit paid for a Premier Membership is refundable subject to and in accordance with this Membership Plan and the Premier Member's Application and Agreement.

(c) **Premier Junior Membership.** Persons between the ages of eighteen (18) and thirty-nine (39) are eligible to apply for Premier Junior Membership. Premier Junior Members and their Immediate Family are entitled to use the Club Facilities on the same basis as Premier Members. Premier Junior Members and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of Premier Junior Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Upon the first to occur of either the Premier Junior Member or the Spouse of the Premier Junior Member turning age thirty-nine (39) ("Automatic Termination Date"): (i) the Premier Junior Membership will automatically terminate ("Automatic Termination"), at which point the Premier Junior Member shall have no further rights to use the Club Facilities, but the Premier Junior Member shall be entitled to receive a refund of the Membership Deposit (but not the Membership Fee) paid by such Premier Junior Member, subject to the terms and conditions of this Membership Plan and the Premier Junior Member's Application and Agreement; or (ii) the Premier Junior Member may convert the Premier Junior Membership to a Premier, Oaks or Oaks Limited Membership, in which case the Premier Junior Member shall not be entitled to receive a refund of the Membership Deposit previously paid by such Premier Junior Member and such Premier Junior Member shall pay to the Club the remaining portion of the Membership Deposit and/or Membership Fee, as applicable, due for such Premier, Oaks or Oaks Limited Membership, which remaining portion shall be determined as of the Automatic Termination Date. All other terms and conditions pertaining to Premier Junior Membership are set forth in the Application and Agreement for each Premier Junior Member. Premier Junior Memberships are non-transferable, but the Membership Deposit (but not the Membership Fee) paid

for a Premier Junior Membership is refundable, subject to and in accordance with this Membership Plan and the Premier Junior Member's Application and Agreement.

(d) **Premier Corporate Golf Membership.** Any corporation, partnership, limited liability company, sole proprietorship, association or other legal entity ("Business Entity") in good standing with the applicable governmental authorities is eligible to apply for a Premier Corporate Golf Membership. No Business Entity formed primarily for the purpose of holding a Premier Corporate Golf Membership shall be eligible to become a Premier Corporate Golf Member. Premier Corporate Golf Memberships are non-transferable, but the Membership Deposit paid for a Premier Corporate Golf Membership is refundable subject to and in accordance with this Membership Plan and the Premier Corporate Golf Member's Application and Agreement.

Premier Corporate Golf Membership entitles the Premier Corporate Golf Member to designate a minimum of one (1) and a maximum of four (4) persons to use the Club Facilities and exercise the Membership Privileges with respect to such Premier Corporate Golf Membership (each a "Designee" and collectively, the "Designees"). In the event the Premier Corporate Golf Member paid or pays the Membership Deposit on behalf of one or more Designees (without reimbursement), each such Designee shall be referred to individually as a "Primary Designee" and all such Designees shall be referred to collectively as the "Primary Designees." In the event one or more Designees of the Premier Corporate Golf Member paid or pay the applicable Membership Deposit (without reimbursement), each such Designee shall be referred to individually as an "Additional Designee" and all such Designees shall be referred to collectively as the "Additional Designees." All references in this Membership Plan to a Designee or to the Designees shall mean and include the Primary Designee(s) and the Additional Designee(s), unless the context requires otherwise. In this regard, the Membership Privileges may only be exercised by the authorized Designees of such Premier Corporate Golf Member and not by the Premier Corporate Golf Member. Each Designee of a Premier Corporate Golf Member and their Immediate Family are entitled to use the Club Facilities on the same basis as a Premier Member. Designees of a Premier Corporate Golf Member and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of the Designees of a Premier Corporate Golf Member, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Designees of a Premier Corporate Golf Member are primarily responsible for and shall be billed directly for all dues, fees, minimums, charges and other amounts that the Designee and his/her Immediate Family, Extended Family and Guests incur. In the event a Designee of a Premier Corporate Golf Member shall fail to pay such dues, fees, minimums, charges and other amounts, the Premier Corporate Golf Member and such Designee shall be jointly and severally responsible for such payment. Without limiting the foregoing, Premier Corporate Golf Members are jointly and severally responsible with each Designee of such Premier Corporate Golf Member for all incurred or accrued and unpaid dues, fees, minimums, charges and other amounts payable by their Designees, regardless of the status (ex: active, inactive, suspended, resigned, terminated, etc.) of such Designees. Each Designee must be at least eighteen (18) years of age, be an owner, director, officer, partner, member, manager, shareholder or employee of the Premier Corporate Golf Member and will be subject to approval of the Club. Each Premier Corporate Golf Member and each Designee must complete

and submit an Application and Agreement and a Designee Application and Agreement, respectively, as provided by the Club and such other forms as may be requested by the Club.

Each Premier Corporate Golf Member has the right to: (i) change the identity or designation of a Designee of such Premier Corporate Golf Member from time to time (provided, however, in no event more than one (1) time per Designee during any consecutive twelve (12) month period), by delivering written notice to the Club; and (ii) change the number of authorized Designees of such Premier Corporate Golf Member (provided, however, the authorized number of Designees of such Premier Corporate Golf Member shall not be less than one (1) or more than four (4)), upon not less than twelve (12) months' prior written notice to the Club. Furthermore, in the case of the death of a Designee of a Premier Corporate Golf Member, the Surviving Spouse of such deceased Designee shall have the right to elect to continue to enjoy the Membership Privileges of the deceased Designee pursuant to the terms and conditions of this Membership Plan, the Rules and Regulations and the deceased Designee's Designee Application and Agreement, subject, however, to the right of the Premier Corporate Golf Member to appoint a new Designee and/or reduce the number of authorized Designees, in each case pursuant to this Section 4.1.1(d). A Designee change fee ("Designee Change Fee"), in an amount to be determined from time to time by the Club, will be imposed in connection with each change in the identity or designation of a Designee of such Premier Corporate Golf Member. Each new prospective Designee will be required to enter into and submit to the Club a Designee Application and Agreement, will be subject to eligibility standards and review pursuant to Article 5 below and either such Designee, or the applicable Premier Corporate Golf Member, shall be required to pay to the Club the applicable Membership Deposit.

4.1.2 Non-Refundable Membership Fee. A Membership Fee is payable in connection with the following categories and classifications of Membership. The Membership Fee is non-refundable.

(a) **Oaks Membership.** Persons at least eighteen (18) years of age are eligible to apply for an Oaks Membership. Oaks Members, their Immediate Family and their Extended Family, are entitled to use the Club Facilities, including all of the golf, clubhouse and social facilities of the Club, during normal operating hours and subject to availability. Oaks Members and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. Oaks Members, Oaks Junior Members, Designees of Oaks Corporate Golf Members, Oaks Limited Members and Oaks National Members, and their respective Immediate Family, enjoy second priority sign-up privileges for tee times and other second priority privileges specified by the Club from time to time. The Club may restrict tee times during high demand periods. The rights, privileges and obligations of the Extended Family of Oaks Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Oaks Memberships are non-transferable and non-refundable.

(b) **Oaks Junior Membership.** Persons between the ages of eighteen (18) and thirty-nine (39) years of age are eligible to apply for an Oaks Junior Membership. Oaks Junior Members and their Immediate Family are entitled to use the Club Facilities on the same basis as Oaks Members. Oaks Junior Members and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues,

fees, minimums and charges. The rights, privileges and obligations of the Extended Family of Oaks Junior Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Upon the first to occur of either the Oaks Junior Member or the Spouse of the Oaks Junior Member turning age thirty-nine (39) (“Automatic Termination Date”): (i) the Oaks Junior Membership will automatically terminate (“Automatic Termination”), at which point the Oaks Junior Member shall have no further rights to use the Club Facilities and no amounts paid (including the Membership Fee for an Oaks Junior Membership) will be refunded; or (ii) the Oaks Junior Member may convert the Oaks Junior Membership to a Premier, Oaks or Oaks Limited Membership, in which case the Oaks Junior Member shall pay to the Club the remaining portion of the Membership Deposit and/or Membership Fee, as applicable, due for such Premier, Oaks or Oaks Limited Membership, which remaining portion shall be determined as of the Automatic Termination Date. All other terms and conditions pertaining to Oaks Junior Membership are set forth in the Application and Agreement for each Oaks Junior Member. Oaks Junior Memberships are non-refundable and non-transferable.

(c)

(d)

(e) **Oaks Guardian Membership.** Persons under twenty-four (24) years of age are eligible to apply for an Oaks Guardian Membership. Oaks Guardian Members (but not their Immediate Family or Extended Family) are entitled to use the Club Facilities on the same basis as Oaks Members. Oaks Guardian Members are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. Upon the Oaks Guardian Member turning age twenty-four (24) (“Automatic Termination Date”): (i) the Oaks Guardian Membership will automatically terminate (“Automatic Termination”), at which point the Oaks Guardian Member shall have no further rights to use the Club Facilities and no amounts paid (including the Membership Fee for an Oaks Guardian Membership) will be refunded; or (ii) the Oaks Guardian Member may convert the Oaks Guardian Membership to a Premier, Premier Junior, Oaks, Oaks Junior or Oaks Limited Membership, in which case the Oaks Guardian Member shall pay to the Club the remaining portion of the Membership Deposit and/or Membership Fee, as applicable, due for such Premier, Premier Junior, Oaks, Oaks Junior or Oaks Limited Membership, which remaining portion shall be determined as of the Automatic Termination Date. All other terms and conditions pertaining to Oaks Guardian Membership are set forth in the Application and Agreement for each Oaks Guardian Member. Oaks Guardian Memberships are non-refundable and non-transferable.

(f) **Oaks Limited Membership.** Persons at least eighteen (18) years of age are eligible to apply for an Oaks Limited Membership. Oaks Limited Members and their Immediate Family are entitled to use the Club Facilities (other than the golf course and the golf practice facilities) on the same basis as Oaks Members, and are entitled to use the golf course and golf practice facilities all day on non-holiday weekdays (other than Fridays), and on Fridays (assuming it is not a holiday) until 12:00 p.m., subject to the schedule of the golf course and subject to availability. Oaks Limited Members and their Immediate Family enjoy the same sign-up privileges for tee times as Oaks Members. Oaks Limited Members and their Immediate Family are not required to pay greens fees for use of the golf course, but are required to pay cart fees and other applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of Oaks Limited Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Oaks Limited Memberships are non-refundable and non-transferable.

(g) **Oaks Corporate Golf Membership.** A Business Entity in good standing with the applicable governmental authorities is eligible to apply for an Oaks Corporate Golf Membership. No Business Entity formed primarily for the purpose of holding an Oaks Corporate Golf Membership shall be eligible to become a Oaks Corporate Golf Member. Oaks Corporate Golf Memberships are non-refundable and non-transferable.

An Oaks Corporate Golf Membership entitles the Oaks Corporate Golf Member to designate a minimum of one (1) and a maximum of four (4) persons to use the Club Facilities and exercise the Membership Privileges with respect to such Oaks Corporate Golf Membership (each a “Designee” and collectively, the “Designees”). In the event the Oaks Corporate Golf Member paid or pays the Membership Fee on behalf of one or more Designees (without reimbursement), each such Designee shall be referred to individually as a “Primary Designee” and all such Designees shall be referred to collectively as the “Primary Designees.” In the event one or more Designees of the Oaks Corporate Golf Member paid or pays the applicable Membership Fee (without reimbursement), each such Designee shall be referred to individually as an “Additional

Designee” and all such Designees shall be referred to collectively as the “Additional Designees.” All references in this Membership Plan to a Designee or to the Designees shall mean and include the Primary Designee and the Additional Designees, unless the context requires otherwise. In this regard, the Membership Privileges may only be exercised by the authorized Designees of such Oaks Corporate Golf Member and not by the Oaks Corporate Golf Member. Each Designee of an Oaks Corporate Golf Member and their Immediate Family are entitled to use the Club Facilities on the same basis as an Oaks Member. Designees of an Oaks Corporate Golf Member and their Immediate Family are not required to pay greens fees for use of the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of the Designees of an Oaks Corporate Golf Member, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Designees of an Oaks Corporate Golf Member are primarily responsible for and shall be billed directly for all dues, fees, minimums, charges and other amounts that the Designee and his/her Immediate Family, Extended Family and Guests incur. In the event a Designee of an Oaks Corporate Golf Member shall fail to pay such dues, fees, minimums, charges and other amounts, the Oaks Corporate Golf Member and such Designee shall be jointly and severally responsible for such payment. Without limiting the foregoing, Oaks Corporate Golf Members are jointly and severally responsible with each Designee of such Oaks Corporate Golf Member for all incurred or accrued and unpaid dues, fees, minimums, charges and other amounts payable by their Designees, regardless of the status (ex: active, inactive, suspended, resigned, terminated, etc.) of such Designees. Each Oaks Corporate Golf Member and each Designee must complete and submit an Application and Agreement and a Designee Application and Agreement, respectively, as provided by the Club and such other forms as may be requested by the Club.

Each Oaks Corporate Golf Member has the right to: (i) change the identity or designation of a Designee of such Oaks Corporate Golf Member from time to time (provided, however, in no event more than one (1) time per Designee during any consecutive twelve (12) month period), by delivering written notice to the Club; and (ii) change the number of authorized Designees of such Oaks Corporate Golf Member (provided, however, the authorized number of Designees of such Oaks Corporate Golf Member shall not be less than one (1) or more than four (4)), upon not less than twelve (12) months’ prior written notice to the Club. Furthermore, in the case of the death of a Designee of an Oaks Corporate Golf Member, the Surviving Spouse of such deceased Designee shall have the right to elect to continue to enjoy the Membership Privileges of the deceased Designee pursuant to the terms and conditions of this Membership Plan, the Rules and Regulations and the deceased Designee’s Designee Application and Agreement, subject, however, to the right of the Oaks Corporate Golf Member to appoint a new Designee and/or reduce the number of authorized Designees, in each case pursuant to this Section 4.1.2(e). A Designee Change Fee, in an amount to be determined from time to time by the Club, will be imposed in connection with each change in the identity or designation of a Designee of such Oaks Corporate Golf Member. Each new prospective Designee will be required to enter into and submit to the Club a Designee Application and Agreement, will be subject to eligibility standards and review pursuant to Article 5 below and either such Designee, or the applicable Oaks Corporate Golf Member, shall be required to pay to the Club the applicable Membership Fee.

(h) **Oaks National Membership.** Persons at least eighteen (18) years of age are eligible to apply for an Oaks National Membership. In order to qualify as an Oaks National Member, the primary or principal residence of the Oaks National Member must be outside a radius

of one hundred (100) miles from the Club Facilities. Oaks National Members and their Immediate Family are entitled to use the Club Facilities on the same basis as Oaks Members. Oaks National Members and their Immediate Family are not required to pay greens fees for use of the golf course or the golf facilities, but are required to pay golf cart fees and other applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of Oaks National Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. All other terms and conditions pertaining to Oaks National Membership are set forth in the Application and Agreement for each Oaks National Member. Oaks National Memberships are non-refundable and non-transferable.

(i) **Oaks Social Membership.** Persons at least eighteen (18) years of age are eligible to apply for an Oaks Social Membership. Oaks Social Members and their Immediate Family are entitled to use all of the clubhouse and social facilities of the Club during normal operating hours and subject to availability, subject to the limitations set forth in this Membership Plan and in the Rules and Regulations. Oaks Social Members and their Immediate Family are required to pay applicable dues, fees, minimums and charges. The rights, privileges and obligations of the Extended Family of Oaks Social Members, including access, sign-up privileges and the fees and charges payable, are more fully described in Section 4.3 hereof. Oaks Social Memberships are non-refundable and non-transferable.

4.2 USE OF THE CLUB FACILITIES BY THE IMMEDIATE FAMILY

Memberships in the Club shall be issued in the name of the individual or entity designated as the Member in the Application and Agreement. Certain categories and classifications of Membership allow the Member or the Designee, as applicable, and the Immediate Family of the Member or Designee, as applicable, to use the Club Facilities based on the category and classification of Membership selected by the Member and in accordance with the terms of this Membership Plan and the Rules and Regulations. Club Owner reserves the right to restrict access to the Club Facilities by the Immediate Family during peak periods, special events and other times and occasions determined by Club Owner. The “Immediate Family” of a Member or Designee includes the Spouse of the Member or Designee, and the unmarried lineal or adopted children of the Member, the Designee or the Spouse, who are under the age of twenty-three (23) and either permanently residing in the Member’s or Designee’s home or attending school or serving in the military on a full-time basis. For purposes hereof, the term “Spouse” means the legal spouse of the Member or the Designee, as applicable, pursuant to the laws of the State of California. The term “Spouse” shall not include a Significant Other (as defined below). If a Member or Designee has no Spouse, then the term “Immediate Family” shall include a Significant Other, if applicable.

Upon written request, an unmarried Member or Designee may request the Club to authorize use of the Club Facilities by a Significant Other. A “Significant Other” is an unmarried person who is not related to the Member or Designee by blood, who represents himself or herself as being in a personal couple relationship with the Member or Designee, and whose primary residential address is the same as the Member’s or Designee’s. The application for Significant Other status shall require proof of the Significant Other’s residence and any other information required by Club Owner. Club Owner may accept or reject such request to extend use of the Club Facilities by the Significant Other. Such use of the Club Facilities by an approved Significant Other shall be permitted without the payment of additional dues or guest fees and without regard to Club rules

limiting the number of times a Guest may use the Club Facilities. However, the applicable Member or Designee shall be jointly responsible for all fees, charges and other amounts incurred by the Significant Other at the Club. Ownership of the Membership shall remain with the Member for all purposes. A Member or Designee may not request a change in the designation of his/her Significant Other more than once every two (2) calendar years.

4.3 USE OF THE CLUB FACILITIES BY THE EXTENDED FAMILY

Certain categories and classifications of Membership also allow accompanied members of the Extended Family of the Member or Designee, as applicable, to use the Club Facilities and exercise the Membership Privileges based on the category and classification of the Membership of the applicable Member or Designee and in accordance with this Membership Plan and the Rules and Regulations. Club Owner shall establish a separate fee (“Extended Family Fee”), payable in connection with the use of the Club Facilities by the Extended Family of a Member or Designee, which fee is subject to modification by Club Owner from time to time. Club Owner reserves the right to restrict access to the Club Facilities by the Extended Family during peak periods, special events and other times and occasions determined by Club Owner. The “Extended Family” of a Member or Designee includes: (a) the parents of the Member or the Designee and the parents of the Spouse of the Member or Designee; (b) the lineal or adopted child or children of the Member or the Designee or the lineal or adopted child or children of the Spouse of the Member or Designee, in either case who do not meet the qualifications to be included within the definition of Immediate Family; (c) the spouse of any lineal or adopted child of the Member or the Designee or the spouse of any lineal or adopted child of the Spouse of the Member or the Designee; and (d) the grandchildren of the Member or the Designee or the grandchildren of the Spouse of the Member or Designee, in either case who are under the age of twenty-three (23), and in all cases, whose name(s) are registered with the Club. The Member or Designee, or the Immediate Family of the Member or Designee, sponsoring the Extended Family must accompany the Extended Family and is responsible for the acts or omissions of such Extended Family while utilizing the Club Facilities, is responsible for the payment of all fees (including the Extended Family Fee) and all charges for services utilized by such Extended Family, and is responsible for all food, beverage and retail purchases made by such Extended Family.

4.4 MEMBERS AND DESIGNEES OF THE CLUB ARE NOT SUBJECT TO ASSESSMENTS

Members and Designees of the Club are not subject to any assessments of any kind in connection with their Membership in the Club, whether for the Club’s operating deficits, capital improvements, maintenance or repairs or otherwise.

The payment of the Membership Deposit and/or the Membership Fee, as applicable, together with the ongoing timely payment of all other dues, fees, minimums, charges and other amounts that Club Owner may establish from time to time, are required to initially acquire a Membership at the Club, to retain such Membership and to continue to be able to exercise the Membership Privileges at the Club with respect to such Membership, and are not considered to be assessments of any kind or nature.

4.5 GOLF RESERVATION PRIVILEGES

Club Owner may establish advance golf reservation times for one or more categories and classifications of Membership from time to time. Any golf starting time which is available to Members and Designees that has not been reserved by the date established prior to the day of play shall be released and made available on a first-come, first-served basis, subject to this Membership Plan and the Rules and Regulations. Additionally, Club Owner reserves the right to have tournaments, group outings and other special events on the golf course which may require restricting and possibly eliminating the reserved golf starting times during these events.

4.6 CLUB OWNER MAY DESIGNATE PEAK PLAYING TIMES ON THE GOLF COURSE

In order to better control golf play during peak playing times on the golf course, Club Owner may designate certain times on the golf course as “peak playing times.” During such “peak playing times,” Club Owner reserves the right to adopt and institute reasonable restrictions and controls, which restrictions and controls shall be set forth in the Rules and Regulations.

4.7 GUEST PRIVILEGES

Members and Designees, and the Immediate Family of Members and Designees, may sponsor accompanied Guests to use and enjoy the Membership Privileges associated with their category and classification of Membership in the Club, subject to and in accordance with any restrictions or limitations set forth in the applicable Member’s or Designee’s Application and Agreement, this Membership Plan and the Rules and Regulations (individually, a “Guest” and collectively, the “Guests”). Club Owner reserves the right to impose limitations on the number of times a particular Guest may use the Club Facilities during any particular period of time and the number of Guests a Member or Designee, or the Immediate Family of a Member or Designee, may sponsor at any particular time may be limited. Currently, no person may play more than six (6) rounds of golf per year as a Guest, and no person may use the recreational facilities of the Club more than six (6) times per year as a Guest. Club Owner reserves the right to modify the above limits from time to time. Club Owner shall establish a guest fee (“Guest Fee”) payable in conjunction with the use by Guests of the Club Facilities, which fee is subject to modification by Club Owner from time to time. The Member or Designee, or the Immediate Family of the Member or Designee, sponsoring the Guest must accompany the Guest and is responsible for the acts and omissions of such Guest while utilizing the Club Facilities, is responsible for the payment of all fees (including the Guest Fee) and all charges for services utilized by such Guest and is responsible for all food, beverage and retail purchases made by such Guest.

4.8 RULES AND REGULATIONS

Club Owner shall establish and adopt rules and regulations for the control and operation of the Club and the Club Facilities (“Rules and Regulations”). Club Owner reserves the right, from time to time, to modify the Rules and Regulations as it deems necessary or desirable. All references in this Membership Plan to the “Rules and Regulations” shall mean the original Rules and Regulations adopted by Club Owner, as the same may be amended from time to time. Every Member and Designee, on behalf of themselves and their respective Immediate Family, Extended Family and Guests, agree to be bound by the Rules and Regulations.

ARTICLE 5 APPLICATION AND SELECTION TO MEMBERSHIPS

5.1 ELIGIBILITY FOR MEMBERSHIP

Each prospective Member (each, an “Applicant”) must submit to the Club an Application and Agreement for Membership (each, an “Application and Agreement”), in the form provided by the Club. Each prospective Designee (each, a “Designee Applicant”) must submit to the Club a Designee Application and Agreement (each, a “Designee Application and Agreement”), in the form provided by the Club. The Application and Agreement will only be accepted for review once all of the required information and all of the required documentation for the applicable category and classification of Membership has been submitted and the Applicant has paid to the Club the then-applicable Membership Deposit and/or Membership Fee. The Designee Application and Agreement will only be accepted for review once all of the required information and all of the required documentation has been submitted and the Applicant or the Designee Applicant has paid to the Club the then-applicable Membership Deposit and/or Membership Fee. Residency in the Westridge community (the “Community”) is not a requirement for Membership.

5.2 REVIEW OF APPLICATION AND AGREEMENT

All Applicants desiring a Membership must be approved by the Club. The Club may require that an Applicant interview with the Membership Director. After receiving the Application and Agreement, the Club will determine whether the Applicant has satisfied the relevant conditions of membership. In the event the Application and Agreement is not acted upon favorably, the Applicant will receive a refund of that portion of the Membership Deposit and/or Membership Fee, as applicable, previously paid by Applicant to the Club, without interest.

All Designee Applicants desiring to qualify and be approved as a Designee must be approved by the Club. The Club may require that a Designee Applicant interview with the Membership Director. After receiving the Designee Application and Agreement, the Club will determine whether the Applicant has satisfied the applicable conditions. In the event the Designee Application and Agreement is not acted upon favorably, the Applicant or the Designee Applicant, as applicable, will receive a refund of that portion of the Membership Deposit and/or Membership Fee, as applicable, previously paid by the Applicant (on behalf of the Designee Applicant), or by the Designee Applicant, as applicable, to the Club.

In no event shall any of the governing instruments or policies of the Club (including, but not limited to, this Membership Plan) and the criteria for Membership or Designee status in the Club, discriminate in any manner against any person on account of race, marital status, disability, sex, age, religious creed, color, sexual orientation or preference, ancestry or national origin. Any criteria applied by Club Owner shall at all times be applied uniformly to all persons who are applying for the same category or classification of Membership.

The Club shall notify an Applicant of its decision regarding such Applicant’s Application and Agreement. If the Applicant is not approved for membership, the Club may refuse to receive a re-application for any category or classification of Membership from such Applicant for a period of up to one (1) year from the date of the Club’s notice of disapproval to such Applicant. If the

decision of the Club is favorable, the Club shall send to the successful Applicant a notice of approval, accompanied by such other documents or agreements for review and/or execution by the accepted Applicant in such form and as the Club establishes and deems necessary. In the case of a prospective Corporate Member, concurrently with the notification to the Applicant of the Club's decision regarding the Applicant, the Club shall also notify Applicant of its decision regarding the Designee(s) appointed by Applicant.

In order to preserve a proper Club atmosphere for the Members, the Club shall have the right, but not the obligation, to issue Membership cards to the Members, as well as to approved Designees and the Immediate Family of Members and Designees. If Membership cards are issued, access to the Club Facilities will require use of a Membership card. All Membership card charges will be invoiced to and payable by the Members and Designees on a monthly basis. Membership cards do not confer any contract rights on a Member or Designee (or their respective Immediate Family), but are solely an indicia of Membership.

5.3 MEMBERSHIP DEPOSIT AND MEMBERSHIP FEE

To obtain a Membership at the Club, each Applicant and/or Designee Applicant, as applicable, must pay to Club Owner the amount of the membership deposit ("Membership Deposit") and/or membership fee ("Membership Fee") Club Owner establishes from time to time with regard to the desired category or classification of Membership. The Membership Fee and/or the Membership Deposit, as applicable, shall be in such amount and payable in such manner as Club Owner may determine from time to time, and is further described in the Application and Agreement of the Member and/or in the Designee Application and Agreement of the Designee. The Membership Deposit is refundable, subject to the terms and conditions of this Membership Plan and the terms and conditions of the applicable Member's Application and Agreement or the applicable Designee's Designee Application and Agreement. The Membership Fee is non-refundable.

5.4 THE CLUB MAY MAINTAIN A WAITING LIST OF PERSONS DESIRING TO ACQUIRE A MEMBERSHIP

The number of available Memberships in any particular category or classification of Membership may be limited by Club Owner. There is no assurance that the desired Membership will be available at the time of application. If a Membership is not available in the desired category or classification of Membership at the time of application, the Club may maintain a waiting list for that particular category or classification of Membership consisting of Applicants who have submitted an Application and Agreement and have been approved for Membership on a first-come, first-served basis. The Club may offer those persons desiring to be placed on the waiting list for an available Membership the opportunity to obtain another category or classification of Membership until the desired Membership category or classification becomes available. Priority on the waiting list for an available Membership shall be on a first-come, first-served basis.

5.5 MEMBERSHIP PRIVILEGES ARE GOVERNED BY THE MEMBERSHIP PLAN AND THE RULES AND REGULATIONS

Each Member and Designee agrees to be bound by the terms and conditions of the applicable Application and Agreement, the Designee Application and Agreement, this Membership Plan and the Rules and Regulations. Club Owner reserves the right to alter, amend and/or change this Membership Plan and/or the Rules and Regulations from time to time. Without limiting the foregoing, any such amendment of this Membership Plan and/or the Rules and Regulations may include a change or modification in the Membership Privileges applicable to any category or classification of Membership. Additionally, Club Owner reserves the right, from time to time, to modify playing and/or use privileges for one or more categories or classifications of Membership, to establish rules and regulations governing access, sign-up privileges, priority or reserved times, and starting times with respect to the golf course and other Club Facilities in order to match the changing needs and demands of Members and Designees and to permit the Club to be operated in a cost efficient and effective manner. Members and Designees of the Club will be given at least thirty (30) calendar days' notice prior to the effective date of any alteration, amendment or change in this Membership Plan and/or the Rules and Regulations. Upon any such modifications, each Member and Designee agrees to fully substitute the revised Membership Plan and/or Rules and Regulations for the then current Membership Plan and/or Rules and Regulations. To the extent there are any conflicts or ambiguities in the terms of the applicable Application and Agreement, Designee Application and Agreement, the Membership Plan and/or the Rules and Regulations, Club Owner shall have the sole authority to interpret the documents and its decision shall be conclusive, final and binding.

5.6 MEMBERSHIP HELD IN NAME OF A TRUST

For the convenience of Members, a Membership (other than a Corporate Membership) may be held in the name of a revocable living trust (the "Trust"). The Trust must designate one individual who will have the right to use the Membership and such individual must be a trustor, trustee or beneficiary of the Trust. The designated user must submit an Application and Agreement and will be subject to the approval of the Club. Club Owner may establish from time to time the policies and procedures governing the designated user of a Membership. The designated user shall be deemed the Member for all purposes of this Membership Plan and the Rules and Regulations. Without limiting the foregoing, the designated user will be required to pay to the Club the Membership Deposit and/or Membership Fee, as applicable, and all required dues, fees, minimums, charges and other amounts.

5.7 MEMBERS ASSUME ALL TAX CONSEQUENCES OF OBTAINING A MEMBERSHIP AT THE OAKS CLUB AT VALENCIA

Club Owner has not made and will not make any representations or express any opinions regarding the federal or state income tax or sales tax consequences of obtaining a Membership at the Club or with respect to any other aspect of being a Member of the Club. All Members acquire their respective Memberships and all Members and Designees exercise their Membership Privileges subject to all applicable tax laws as may exist from time to time. Members should consult with their own independent tax adviser concerning the acquisition of a Membership and being a Member of the Club. Without limiting the foregoing, Members and Designees shall be

responsible for the payment of any applicable sales, use, income, franchise or similar taxes which may be imposed by the applicable governing authorities in connection with the payment of the Membership Deposit and/or Membership Fee, as applicable, the issuance of the Membership and/or the exercise of any Membership Privileges applicable to such Membership.

5.8 MEMBERSHIP PRIVILEGES MAY NOT BE PLEDGED

Neither the Memberships nor any of the Membership Privileges may be pledged or hypothecated by any Member or Designee as collateral for any loan or other form of indebtedness.

5.9 MEMBERSHIP DOCUMENTS

All references in this Membership Plan to the “Membership Documents” shall mean this Membership Plan and the Rules and Regulations, as the same may be amended from time to time, all Applications and Agreements and Designee Applications and Agreements, and all other applicable documents, agreements and instruments, as the same may be amended from time to time.

ARTICLE 6 TRANSFER AND TERMINATION OF A MEMBERSHIP

6.1 MEMBERSHIPS ARE NON-TRANSFERABLE

Memberships in the Club are non-transferable. Furthermore, no Member or Designee may transfer or otherwise assign their Membership Privileges. No Member is entitled to receive a refund, any compensation or other payments in connection with any termination or surrender of a Membership, except as otherwise provided in this Article 6.

6.2 REFUND OF MEMBERSHIP DEPOSIT

The Membership Deposit paid by a Founder, Premier, Premier Junior, Premier Corporate Golf Member and an Additional Designee of a Premier Corporate Golf Member to the Club shall be refunded in accordance with the terms and conditions of the applicable Members’ Application and Agreement, the applicable Designee’s Application and Agreement and this Membership Plan.

6.2.1 Provided the applicable Founder Member has been in Good Standing throughout the term of the Founder Membership, the Membership Deposit paid by such Founder Member shall be refunded to the Founder Member upon the first to occur of the following events: (i) thirty (30) days after the receipt by the Club of a written request for a refund from the Founder Member delivered following the expiration of thirty (30) years from the date the Founder Membership was issued; or (ii) in the event of the voluntary resignation by such Founder Member pursuant to Section 6.3 hereof or the termination of such Founder Membership pursuant to Section 6.4 prior to the expiration of thirty (30) years from the date the Founder Membership was issued, thirty (30) days following the date such resigned or terminated Founder Membership is reissued by the Club as described in Section 6.5 or Section 6.7.1 below.

6.2.2 Provided the applicable Premier Member has been in Good Standing throughout the term of the Premier Membership, the Membership Deposit paid by such Premier

Member shall be refunded to the Premier Member upon the first to occur of the following events: (i) thirty (30) days after the receipt by the Club of a written request for a refund from the Premier Member delivered following the expiration of thirty (30) years from the date the Premier Membership was issued; or (ii) in the event of the voluntary resignation by such Premier Member pursuant to Section 6.3 hereof or the termination of such Premier Membership pursuant to Section 6.4 hereof prior to the expiration of thirty (30) years from the date the Premier Membership was issued, thirty (30) days following the date such resigned or terminated Premier Membership is reissued by the Club as described in Section 6.5 or Section 6.7.1 below.

6.2.3 Provided the applicable Premier Junior Member has been in Good Standing throughout the term of such Premier Junior Membership, the Membership Deposit (but not the Membership Fee) paid by such Premier Junior Member shall be refunded to the Premier Junior Member upon the first to occur of the following events: (i) thirty (30) days after the receipt by the Club of a written request for a refund from the Premier Junior Member delivered following the Automatic Termination Date of the Premier Junior Membership (unless the Premier Junior Member elects to convert to a Premier, Oaks or Oaks Limited Membership); or (ii) in the event of the voluntary resignation by such Premier Junior Member pursuant to Section 6.3 hereof or the termination of such Junior Membership pursuant to Section 6.4 hereof prior to the Automatic Termination Date of such Premier Junior Membership, thirty (30) days following the date such resigned or terminated Premier Junior Membership is reissued by the Club as described in Section 6.5 or Section 6.7.2 below.

6.2.4 Provided the applicable Premier Corporate Golf Member has been in Good Standing throughout the term of the Premier Corporate Golf Membership, the Membership Deposit paid by such Premier Corporate Golf Member shall be refunded to the Premier Corporate Golf Member upon the first to occur of the following events: (i) thirty (30) days after the receipt by the Club of a written request for a refund from the Premier Corporate Golf Member delivered following the expiration of thirty (30) years from the date the Premier Corporate Golf Membership was issued; or (ii) in the event of the voluntary resignation by such Premier Corporate Golf Member pursuant to Section 6.3 hereof or the termination of such Premier Corporate Golf Membership pursuant to Section 6.4 hereof prior to the expiration of thirty (30) years from the date the Premier Corporate Golf Membership was issued, thirty (30) days following the date such resigned or terminated Premier Corporate Golf Membership is reissued by the Club as described in Section 6.7.3 below.

6.2.5 Provided the applicable Additional Designee of a Premier Corporate Golf Member has been in Good Standing throughout the term of the Premier Corporate Golf Membership, the Membership Deposit paid by such Additional Designee shall be refunded to such Additional Designee upon the first to occur of the following events: (i) thirty (30) days after the receipt by the Club of a written request for a refund from the Additional Designee delivered following the expiration of thirty (30) years from the date the applicable Premier Corporate Golf Membership was issued; or (ii) in the event of the voluntary resignation by such Additional Designee pursuant to Section 6.3 hereof, or the termination of the status as an Additional Designee pursuant to Section 6.4 hereof prior to the expiration of thirty (30) years from the date the Premier Corporate Golf Membership was issued, provided the applicable Additional Designee timely elects (or is deemed to have elected) to convert his/her status as an Additional Designee of such Premier Corporate Golf Member, receive a Premier Membership and become a Premier Member, thirty

(30) days following the date such Premier Membership is reissued by the Club pursuant to Section 6.5 or Section 6.7.1 hereof.

No portion of the Membership Fee paid for a Premier Junior Membership, an Oaks Membership, an Oaks Corporate Golf Membership, an Oaks Junior Membership, an Oaks Guardian Membership, an Oaks Limited Membership, an Oaks National Membership and/or an Oaks Social Membership shall be refunded.

In the event a Founder, Premier or Premier Corporate Golf Member or the Additional Designee of a Premier Corporate Golf Member, receives a refund of his/her/its Membership Deposit pursuant to Section 6.2.1(i), Section 6.2.2(i), Section 6.2.4(i) or Section 6.2.5(i), respectively, provided such Founder, Premier or Premier Corporate Golf Member, or such Additional Designee of a Premier Corporate Golf Member, has been in Good Standing throughout the term of the applicable Membership, such Founder, Premier, Premier Corporate Golf Member or such Additional Designee of a Premier Corporate Golf Member, shall be entitled to retain such Founder, Premier or Premier Corporate Golf Membership, or status as an Additional Designee of a Premier Corporate Golf Member, as applicable, and exercise all Membership Privileges associated therewith, subject to and in accordance with this Membership Plan and such Member's Application and Agreement or such Designee's Designee Application and Agreement, as applicable.

6.3 VOLUNTARY RESIGNATION

6.3.1 A Member in Good Standing may voluntarily resign his, her or its Membership in the Club by giving prior written notice to the Club, such resignation to be effective as set forth in this Section 6.3 ("Effective Date of Resignation"). In the case of Founder, Premier or Premier Corporate Golf Members, the Effective Date of Resignation shall be the earlier of: (a) the expiration of twelve (12) months following the date such written notice from the resigning Member is received; or (b) the date upon which the Club reissues such Membership pursuant to Section 6.5 or Section 6.7 below. In the case of Premier Junior Members, the Effective Date of Resignation shall be the earlier of: (i) the Automatic Termination Date of such Premier Junior Membership; (ii) the expiration of twelve (12) months following the date such written notice of resignation from the resigning Premier Junior Member is received; or (iii) the date upon which the Club reissues such Premier Junior Membership pursuant to Section 6.5 or Section 6.7 below. In the case of an Oaks, Oaks Junior, Oaks Guardian, Oaks Limited, Oaks Corporate Golf, Oaks National and Oaks Social Memberships, the expiration of thirty (30) days following the date such written notice of resignation from the resigning Member is received. A Member's election to resign is irrevocable. A Member may not downgrade to another category or classification of Membership, either prior to or subsequent to the resignation of his, her or its Membership in the Club. For the avoidance of doubt, the voluntary resignation of one or more Primary Designee(s) of a Corporate Member shall be deemed to constitute the voluntary resignation of the applicable Corporate Member.

6.3.2 In the event of the voluntary resignation of a Premier Corporate Golf Membership, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to: (a) convert their status as a Designee and receive a Premier Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee)

by delivering written notice of such election to the Club prior to the Effective Date of Resignation of the applicable Premier Corporate Golf Membership; or (b) resign their status as a Designee pursuant to Section 6.3.5 hereof.

6.3.3 In the event of the voluntary resignation of an Oaks Corporate Golf Membership, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to: (a) convert their status as a Designee and receive an Oaks Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club prior to the Effective Date of Resignation of such Oaks Corporate Golf Membership; or (b) resign their status as a Designee pursuant to Section 6.3.5 hereof.

6.3.4 Upon the Effective Date of Resignation, neither the Member nor the Designees, nor the Immediate Family or the Extended Family of the Member or the Designees, shall be entitled to exercise any Membership Privileges and/or have any further rights or privileges with respect to the Club or the Club Facilities.

6.3.5 Without limiting the foregoing, an Additional Designee in Good Standing may resign his/her status as a Designee at any time by delivering written notice of resignation to the Club and the applicable Corporate Member. The effective date of any such resignation shall be the first to occur of: (a) in the case of an Additional Designee under a Premier Corporate Golf Membership, the earlier of: (i) the expiration of twelve (12) months following the date in which the Club receives the Additional Designee's written notice of resignation; or (ii) the date upon which such Additional Designee is entitled to receive a refund of such Additional Designee's Membership Deposit pursuant to Section 6.2.5 hereof; or (b) in the case of an Additional Designee under an Oaks Corporate Golf Membership, the expiration of thirty (30) days following the date in which the Club receives the Additional Designee's written notice of resignation ("Effective Date of Additional Designee Resignation"). An Additional Designee's election to resign is irrevocable. Upon the Effective Date of Additional Designee Resignation, neither the resigned Additional Designee, nor the Immediate Family or Extended Family of the resigned Additional Designee, shall be entitled to exercise any Membership Privileges and/or have any further rights or privileges with respect to the Club or the Club Facilities. All dues shall cease to accrue as of the Effective Date of Additional Designee Resignation. Notwithstanding any such resignation: (A) the applicable Corporate Member shall continue to be jointly and severally liable with all of its Designees for all incurred or accrued and unpaid dues, fees, minimums, charges and other amounts payable by such Designees, regardless of the status of such Designees (ex: active, inactive, suspended, resigned, terminated, etc.); and (B) with respect to the resigned Additional Designee, the applicable Corporate Member shall continue to be jointly and severally liable with the resigned Additional Designee for all dues, fees, minimums, charges and other amounts incurred or accrued and payable with respect to such resigned Additional Designee.

6.4 TERMINATION

A Membership in the Club, or the status as a Designee of a Corporate Member, as applicable, shall be deemed terminated upon the occurrence of one or more of the following events:

6.4.1 The Effective Date of Resignation of a Membership or the Effective Date of Additional Designee Resignation, as applicable, pursuant to Section 6.3 hereof;

6.4.2 The death of a Member or the death of a Designee of a Corporate Member, unless the Surviving Spouse of the deceased Member or Designee timely elects to continue the Membership Privileges (as a Spouse) applicable to such Membership pursuant to Section 6.11 hereof;

6.4.3 The death of a Surviving Spouse of a Member or a Designee who timely elected to continue the Membership Privileges (as a Spouse) applicable to the Membership of his/her deceased Spouse pursuant to Section 6.11 hereof;

6.4.4 In the case of a Corporate Membership, the dissolution of the Corporate Member or the Bankruptcy (as defined below) of the Corporate Member; or

6.4.5 In the case of a Corporate Membership, the Corporate Member is no longer in good standing under the laws of the state in which it is formed, is no longer a valid Business Entity and/or is no longer actively carrying on a valid business purpose.

For purposes hereof, the term “Bankruptcy” shall mean: (i) if a Corporate Member seeks entry of an order for relief as a debtor in a proceeding under the federal bankruptcy laws; (ii) a petition is filed against a Corporate Member seeking relief under the federal bankruptcy laws; (iii) a Corporate Member seeks, consents to or does not contest the appointment of a receiver or trustee for itself or all or any material portion of its assets; or (iv) a Corporate Member makes a general assignment for the benefit of its creditors.

Upon the termination of a Membership pursuant to this Section 6.4: (A) in the event of the termination of a Founder Membership, a Premier Membership, a Premier Junior Membership and/or a Premier Corporate Golf Membership, the Membership Deposit (but not the Membership Fee) previously paid for such terminated Membership shall be refunded in accordance with the terms and conditions of the applicable terminated Member’s Application and Agreement and this Membership Plan; (B) in the event of the termination of an Oaks Membership, an Oaks Junior Membership, an Oaks Guardian Membership, an Oaks Limited Membership, an Oaks Corporate Golf Membership, an Oaks National Membership and/or an Oaks Social Membership, no portion of the Membership Fee previously paid for such terminated Membership shall be refunded; (C) with regard to all categories and classifications of Membership, neither the terminated Member nor any Designee, nor their respective Immediate Family or Extended Family, shall be entitled to exercise any Membership Privileges and/or have any further rights or privileges with respect to the Club or the Club Facilities; (D) with regard to all categories and classifications of Membership, all Membership Privileges with respect to such terminated Membership shall cease; (E) with regard to all categories and classifications of Memberships, all dues will cease to accrue and will be prorated through the effective date of termination of the Membership; and (F) with regard to all categories and classifications of Membership, the terminated Member and/or Designee(s) shall continue to be liable for the payment of all accrued or incurred and unpaid dues, fees, minimums, charges and other amounts owing.

Notwithstanding the foregoing, upon the termination of a Premier Corporate Golf Membership pursuant to this Section 6.4, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to convert their status as a Designee, receive a Premier Membership and become a Premier Member (without the requirement for the payment of an Additional Membership Deposit and/or Membership Fee) by delivering written notice of such

election to the Club prior to the effective date of termination of such Premier Corporate Golf Membership pursuant to this Section 6.4. Furthermore, and notwithstanding the foregoing, upon the termination of an Oaks Corporate Golf Membership pursuant to this Section 6.4, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to convert their status as a Designee, receive an Oaks Membership and become an Oaks Member (without the requirement for the payment of an Additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club prior to the effective date of termination of such Oaks Corporate Golf Membership pursuant to this Section 6.4.

Furthermore, without limiting the foregoing, upon the termination of the status of a Designee of a Corporate Member pursuant to this Section 6.4: (I) in the event of the termination of one or more Primary Designee(s) of a Corporate Member, such termination shall be deemed to constitute the termination of the applicable Corporate Member; (II) in the event of the termination of an Additional Designee of a Premier Corporate Golf Member, the Additional Designee shall automatically be converted and shall become a terminated Premier Member and the deemed holder of a terminated Premier Membership (without the requirement for the payment of an Additional Membership Deposit and/or Membership Fee) and, in such a case, the Membership Deposit previously paid by such Additional Designee shall be refunded if at all, as a terminated Premier Member, in accordance with the provisions of Section 6.2.5; (III) in the event of the termination of an Additional Designee of an Oaks Corporate Golf Member, no portion of the Membership Fee previously paid by such Additional Designee shall be refunded; (IV) neither the terminated Designee, nor the Immediate Family or Extended Family of the terminated Designee, shall be entitled to exercise any Membership Privileges and/or have any further rights or privileges with respect to the Club or Club Facilities; (V) all dues will cease to accrue and will be prorated through the effective date of termination of the Designee; and (VI) the terminated Designee shall remain obligated to pay to the Club all accrued or incurred and unpaid fees, dues, minimums, charges and other amounts owing to the Club.

Notwithstanding any provision contained in this Membership Plan to the contrary, the provisions of this Section 6.4 shall not be applicable to a Membership Expulsion Termination pursuant to Section 6.9 hereof or a Membership Termination and Redemption pursuant to Section 6.14 hereof.

6.5 TRANSFER UPON SALE OF RESIDENCE OR HOMESITE

The holder of a Founder Membership, a Premier Membership and/or a Premier Junior Membership (each, a “Selling Community Member”) who is in Good Standing and who resigns from the Club in conjunction with the sale of his or her residence or homesite in the Community, may arrange for the Club to issue a Membership in the same category and classification of Membership held by the Selling Community Member to the subsequent purchaser of his or her residence or homesite in the Community, regardless of whether all of the Memberships in that category have been issued and regardless of whether there are any resigned Memberships on the waiting list. The subsequent purchaser will be required to submit an Application and Agreement, will be subject to the approval by Club Owner and will be required to pay to the Club the Membership Deposit and/or Membership Fee, as applicable, which is then in effect for the applicable category of Membership. In such a case, the Selling Community Member shall be entitled to receive a refund of the Membership Deposit paid by such Selling Community Member

pursuant to the terms of Section 6.2 hereof and such Selling Community Member's Application and Agreement.

6.6 AMOUNTS OWING TO THE CLUB ON TERMINATION

Upon the termination of a Membership or the termination of the status as a Designee pursuant to Section 6.4, the Member and all applicable Designees shall remain obligated to pay to the Club all unpaid dues, fees, minimums, charges and other amounts owed to the Club to the extent incurred or accrued prior to the effective date of such termination. Following any such termination, such Member (or such Member's Designees, if a Corporate Membership), or such Member's or Designee's Spouse, may rejoin the Club upon the submission of a new Application and Agreement, payment of the required Membership Deposit and/or Membership Fee, as applicable, and approval by Club Owner; provided, however, that a terminated Member (or such terminated Member's Designees, if a Corporate Membership, or such Member's or Designee's Spouse), may not rejoin the Club, unless such person shall pay to the Club an amount equal to all accrued and unpaid dues, fees, minimums, charges and other amounts owing as of the date of termination.

Notwithstanding any such termination, Corporate Members remain jointly and severally responsible with each Designee for the payment of all dues, fees, minimums, charges and other amounts owed to the Club by its Designees.

No Member or Designee is entitled to receive any compensation or other payments in connection with the termination of a Membership, except as otherwise expressly provided in this Membership Plan, the applicable Member's Application and Agreement and/or the applicable Designee's Designee Application and Agreement.

6.7 TRANSFER THROUGH WAITING LIST

A resigned or terminated Founder Membership will be placed on the same resignation/termination list as resigned Premier Memberships and will be reissued on a first-resigned, first-reissued basis as described in Section 6.7.1 below, unless the Founder Member arranges for the subsequent purchaser of his or her residence or homesite in the Community to acquire his or her Founder Membership pursuant to Section 6.5. A resigned or terminated Premier Membership or Premier Junior Membership is discussed in Sections 6.7.1 and 6.7.2, respectively, below. A resigned or terminated Premier Corporate Golf Membership is discussed in Section 6.7.3 and Section 6.7.4 below.

6.7.1 At all times, every fourth (4th) Premier Membership issued will be a resigned/terminated Premier Membership or Founder Membership from the resignation/termination list (provided there is a Premier Membership or Founder Membership on the resignation/termination list), and the same shall be issued as a Premier Membership. The other three (3) Premier Memberships shall be from the Club's inventory of unsold Premier Memberships.

6.7.2 At all times, every fourth (4th) Premier Junior Membership issued will be a resigned/terminated Premier Junior Membership from the resignation/termination list (provided there is a Premier Junior Membership on the resignation/termination list), and the same shall be

issued as a Premier Junior Membership. The other three (3) Premier Junior Memberships shall be from the Club's inventory of unsold Premier Junior Memberships.

6.7.3 At all times, every fourth (4th) Premier Corporate Golf Membership issued will be a resigned/terminated Premier Corporate Golf Membership from the resignation/termination list (provided there is a Premier Corporate Golf Membership on the resignation/termination list), and the same shall be issued as a Premier Corporate Golf Membership. The other three (3) Premier Corporate Golf Memberships shall be from the Club's inventory of unsold Premier Corporate Golf Memberships.

6.7.4 The Membership Deposit paid by an Additional Designee under a Premier Corporate Golf Membership will be refunded in accordance with the provisions of Section 6.2.5 hereof. In this regard, a resigned or terminated Additional Designee under a Premier Corporate Golf Membership shall automatically be converted and shall become a Premier Member and the deemed holder of a Premier Membership (without the requirement for the payment of an Additional Membership Deposit and/or Membership Fee) and, in such a case, the Membership Deposit previously paid by such Additional Designee shall be refunded in accordance with the provisions of Section 6.2.5 hereof.

6.8 SUSPENSION OF MEMBERSHIP PRIVILEGES

In addition to any other rights and remedies, Club Owner may suspend any and all Membership Privileges of a Member or Designee upon the occurrence of one or more of the following events:

6.8.1 The failure of the Member or Designee to pay any fees, minimums, dues, charges or other amounts owing to the Club on or before the last day of the month in which the Club issues a written statement to the Member or Designee itemizing such fees, dues, minimums, charges and other amounts payable; and

6.8.2 The performance in, on or about the Club Facilities by the Member or Designee, or their respective Immediate Family, Extended Family or Guests, or any of them, of conduct which Club Owner determines to be detrimental to the welfare, safety, harmony or good reputation of the Club or its employees, staff, or to the Member or Designees or their respective Immediate Family, Extended Family and Guests. Such conduct may include, but shall not be limited to: (i) swearing at anyone or out loud; (ii) making vulgar or profane statements to anyone or out loud; (iii) sexual harassing, harassing, striking, molesting and/or endangering anyone; (iv) attempting to sexually harass, harass, strike, molest and/or endanger anyone; (v) damaging or attempting to damage all or any portion of the Club Facilities; and/or (vi) violating any of the Rules and Regulations of the Club. Conduct of a Member's or Designee's Immediate Family, Extended Family or Guests may be cause for suspension of a Member or Designee and/or may result in denial of Membership Privileges to such Member's or Designee's Immediate Family, Extended Family or Guests, as applicable, in such manner and for such time as Club Owner may determine.

In the event Club Owner suspends a Member or Designee, the suspension may or may not include the suspension of the Immediate Family and/or Extended Family of such Member or Designee, as applicable, as determined by Club Owner. During any period of suspension, dues shall continue to accrue and suspended Members and Designees shall continue to be liable for the

payment of all fees, dues, minimums, charges and other amounts accruing and owing with respect to the applicable Membership.

6.9 EXPULSION

In addition to any other rights and remedies, Club Owner may determine to seek expulsion, or such other lesser sanctions as it deems appropriate, against any Member or Designee for cause. Club Owner may elect to expel a Designee without expelling the applicable Corporate Member. For purposes hereof, the term “cause” shall mean the occurrence of any one or more of the following events:

6.9.1 Furnishing inaccurate, incomplete and/or misleading information on the Member’s Application and Agreement and/or the Designee’s Application and Agreement;

6.9.2 The failure of a Member or Designee to pay to the Club any fees, dues, minimums, charges or other amounts owing to the Club on or before the last day of the month following the month in which the Club issues a statement to the Member or Designee itemizing such amounts;

6.9.3 The failure of a Member or Designee to timely pay to the Club any fees, dues, minimums, charges or other amounts owing on two (2) or more occasions in any twelve (12) month period or on three (3) or more occasions in any twenty-four (24) month period;

6.9.4 The conviction of any felony by a Member or Designee;

6.9.5 The commission of any act of fraud by a Corporate Member (or by a Designee of the Corporate Member) in the course of conducting the business enterprises of the Corporate Member or any material acts of a Corporate Member (or a Designee of the Corporate Member) outside the Club that are unprofessional, unethical or otherwise bring embarrassment to the Club and/or its Members; or

6.9.6 The performance in or about the Club Facilities by a Member or Designee, or their respective Immediate Family, Extended Family or Guests, or any of them, of acts which Club Owner determines to be detrimental to the welfare, safety, harmony or good reputation of the Club or its employees or staff, or to the Members or Designees or their respective Immediate Family, Extended Family and Guests. Such conduct may include, but shall not be limited to: (i) swearing at anyone or out loud; (ii) making vulgar or profane statements to anyone or out loud; (iii) sexually harassing, harassing, striking, molesting and/or endangering anyone; (iv) attempting to sexually harass, harass, strike, molest and/or endanger anyone; (v) damaging or attempting to damage all or any portion of the Club Facilities; and/or (vi) violating any of the Rules and Regulations of the Club. Conduct of a Member’s or Designee’s Immediate Family, Extended Family or Guests may be cause for expulsion of a Member or Designee, and/or may result in denial of Membership Privileges of the Club to such Member’s or Designee’s Immediate Family, Extended Family or Guests, as applicable, in such manner and for such time as Club Owner may determine. The determination to be made by Club Owner in the case of expulsion shall be that the conduct found to be detrimental consisted of an act sufficiently objectionable, in the judgment of Club Owner, to give discomfort and offense to reasonable persons of the age, education and

background of the typical Member, to such degree that such persons would likely not prefer to associate with the offending individual.

In the event of the expulsion of a Member pursuant to this Section 6.9, the expelled Member's Membership shall automatically be deemed terminated pursuant to this Section 6.9 effective as of the date of expulsion ("Membership Expulsion Termination"). Upon any such termination, notwithstanding any provision to the contrary in this Membership Plan and/or in the Application and Agreement of the applicable Member, the expelled Member shall not be entitled to a refund of all or any portion of the Membership Deposit and/or Membership Fee paid by the expelled Member, nor shall the expelled Member be entitled to receive back from Club Owner or the Club any other sums. Upon any such termination, neither the expelled Member, nor any members of the Immediate Family or Extended Family of the expelled Member, will be entitled to exercise any Membership Privileges of the Club and/or any further rights or privileges with respect to the Club and/or the Club Facilities. Without limiting the foregoing, upon any such termination of a Corporate Membership, notwithstanding any provision to the contrary in this Membership Plan and/or in the Application and Agreement of the applicable Corporate Member, the expelled Corporate Member shall not be entitled to a refund of all or any portion of the Membership Deposit and/or Membership Fee, as applicable, paid by the expelled Corporate Member, nor shall the expelled Corporate Member, the Designees nor the Immediate Family or the Extended Family of the Designees, be entitled to exercise any Membership Privileges of the Club and/or any further rights or privileges with respect to the Club and/or the Club Facilities. Upon any such termination, the expelled Member and in the case of a Corporate Membership, the Designees, shall continue to remain liable and obligated for the payment of all accrued or incurred and unpaid fees, dues, minimums, charges and other amounts owing by the expelled Member and the Designees to the Club.

Notwithstanding the foregoing, upon the Membership Expulsion Termination of a Premier Corporate Golf Member, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to convert their status as a Designee and receive a Premier Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club within thirty (30) days following such Membership Expulsion Termination. Furthermore, and notwithstanding the foregoing, upon the Membership Expulsion Termination of an Oaks Corporate Golf Member, each Additional Designee in Good Standing (but not the Primary Designee(s)) shall have the right to convert their status as a Designee and receive an Oaks Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club within thirty (30) days following such Membership Expulsion Termination.

Furthermore, and notwithstanding any provision to the contrary in this Membership Plan and/or in the Designee Application and Agreement of the applicable Designee to the contrary, in the event of the expulsion of a Designee pursuant to this Section 6.9, the expelled Designee shall not be entitled to a refund of all or any portion of the Membership Deposit and/or Membership Fee, as applicable, paid the expelled Designee, nor shall the expelled Designee nor the Immediate Family or the Extended Family of the expelled Designee, be entitled to exercise any Membership Privileges of the Club and/or any further rights or privileges with respect to the Club and/or the Club Facilities. Upon any such termination, the expelled Designee and the applicable Corporate

Member shall continue to remain liable and obligated for the payment of all accrued or incurred and unpaid fees, dues, minimums, charges and other amounts owing by the expelled Designee to the Club.

For the avoidance of doubt, upon the expulsion of a Member and the termination of such Member's Membership pursuant to this Section 6.9, the provisions of Section 6.2, Section 6.3, Section 6.4 and Section 6.7 shall not be applicable.

6.10 GRIEVANCE COMMITTEE/DISCIPLINARY HEARING

6.10.1 All decisions concerning the disciplinary action to be taken against a Member or Designee who/that is late in the timely payment to the Club of any fees, dues, minimums, charges or other amounts owing to the Club, shall be made by Club Owner. For the avoidance of doubt, in no event and under no circumstance shall a Member or Designee be entitled to a Disciplinary Hearing as a result of the occurrence of the circumstance described in this Section 6.10.1. In such a case, the decision of the Club Owner shall be conclusive and binding.

6.10.2 With regard to all conduct, acts or omissions (other than the circumstances described in Section 6.10.1 hereof), giving rise to potential disciplinary action, Club Owner shall have the right to appoint from time to time a grievance committee ("Grievance Committee"), consisting of three (3) Members and/or Designees in Good Standing. The Grievance Committee shall function as a hearing tribunal with respect to questions involving any proposed disciplinary action to be taken against any Member or Designee, other than the circumstances described in Section 6.10.1. In the event: (a) the conduct, acts or omissions of any Member or Designee, or the Immediate Family or Extended Family of any Member or Designee, give rise to potential disciplinary action by the Club; and/or (b) the Club receives one or more complaints concerning the conduct, acts or omissions of any Member or Designee, or the Immediate Family or Extended Family of any Member or Designee, then the general manager ("General Manager") of the Club shall determine whether or not to refer such matter to the Grievance Committee. In the event the General Manager fails to refer such matter to the Grievance Committee within thirty (30) days after the General Manager is informed in writing of the occurrence of the conduct, acts or omissions in question, then such failure shall mean that Club Owner has determined that the conduct, acts or omissions in question lack sufficient substantiality to proceed thereon.

6.10.3 After a decision is made to seek suspension, expulsion or other disciplinary action against a Member and/or a Designee, Club Owner shall give written notice thereof to the Member and/or the Designee and the Grievance Committee ("Disciplinary Notice"). The Disciplinary Notice shall state: (a) a reasonably specific explanation of the reason for the Disciplinary Notice; (b) the scope of the disciplinary action the Club may undertake; and (c) a reasonably convenient time and place for a hearing by the Grievance Committee with respect to the proposed disciplinary action ("Disciplinary Hearing"). The Disciplinary Notice shall be deemed given if delivered or sent to the Member and/or the Designee in any manner permitted in Section 10.7(a) – (c) hereof.

6.10.4 The Disciplinary Hearing shall be held not earlier than five (5) calendar days and not later than thirty (30) calendar days after the date of the Disciplinary Notice. During the Disciplinary Hearing, the Member and/or Designee may elect to be heard orally or in writing.

The scope of proceedings at a Disciplinary Hearing shall be limited to the following matters: (a) the establishment of the conduct believed to constitute the cause for disciplinary action; (b) oral or written statements of the affected Member and/or Designee and of such other persons, reasonable in number, as may be presented at the Disciplinary Hearing by the affected Member and/or Designee with an explanation or a mitigation of the conduct upon which the Disciplinary Hearing is based; and (c) oral or written statements of other Members or Designees who have information relevant to the subject matter of the Disciplinary Hearing. The Grievance Committee's function shall be to determine the facts concerning the complaint based upon the evidence presented at the Disciplinary Hearing. All Disciplinary Hearings shall be closed, except as to Members or Designees charged, witnesses and a representative of Club Owner. Formal rules of evidence will not apply to any Disciplinary Hearing, provided that the Member or Designee in question shall have the opportunity to cross-examine all witnesses against him or her, to produce witnesses on his or her own behalf, to explain any evidence against him or her, and to submit at such Disciplinary Hearing any written or oral argument.

6.10.5 Within ten (10) days following the Disciplinary Hearing, the Grievance Committee shall issue a finding of facts and recommendations in writing to the Club Owner, and deliver or send a copy thereof to the Member or Designee in question in any manner permitted in Section 10.7(a) – (c) hereof.

6.10.6 Club Owner shall, within thirty (30) days after receipt of the finding of facts and recommendations of the Grievance Committee, review the Grievance Committee's findings of fact and recommendations and issue a final decision. The decision of Club Owner as to sufficiency of the cause for suspension, expulsion or other disciplinary action shall be final and binding and the decision of the Club Owner shall be delivered or sent to the Member or Designee in any manner permitted in Section 10.7(a) – (c) hereof.

6.11 DEATH OF A MEMBER OR DESIGNEE

Upon the death of a Member who was married at the time of death, the surviving Spouse (“Surviving Spouse”) of the Member shall have the right to elect to continue to enjoy the Membership Privileges of the deceased Member pursuant to the terms and conditions of this Membership Plan, the Rules and Regulations and the deceased Member’s Application and Agreement. Upon the death of an unmarried Member, the Membership will terminate automatically effective upon the date of death of such Member. In the case of the death of a Designee, the applicable Corporate Membership shall not be terminated, and the Surviving Spouse of such deceased Designee shall have the right to elect to continue to enjoy the Membership Privileges of the deceased Designee pursuant to the terms and conditions of this Membership Plan, the Rules and Regulations and the deceased Designee’s Designee Application and Agreement. Upon the death of an unmarried Designee, the status of such person as a Designee shall automatically terminate effective upon the date of death of such Designee. All elections to be made by the Surviving Spouse of the deceased Member or Designee must be in writing and made within ninety (90) days of the date of death of the Member or Designee. The deceased Member’s and deceased Designee’s estate shall be responsible for payment of all incurred or accrued and unpaid dues, fees, minimums, charges and other amounts with respect to the applicable Membership and dues shall continue to accrue (and the estate of the deceased Member and deceased Designee shall continue to be liable for all dues that accrue prior to), the earlier of: (A)

in the case of any Membership other than a Corporate Membership: (i) Club Owner receives written notice from the Surviving Spouse pursuant to this Section 6.11; or (ii) the Membership is deemed terminated pursuant to Section 6.4 hereof; or (B) in the case of a Corporate Membership: (i) the Corporate Member exercises its right to designate a new Designee to replace such deceased Designee pursuant to Section 4.1 hereof and such replacement Designee is approved pursuant to Article 5 hereof; (ii) Club Owner receives written notice from the Surviving Spouse pursuant to this Section 6.11; or (iii) the deceased Designee's status as a Designee is terminated pursuant to Section 6.4 hereof. Memberships are not inheritable by children of the Member or Designee or by others designated in a Member's or Designee's will.

6.12 LEGAL SEPARATION OR DIVORCE

In the event a Member or Designee is legally separated or divorced, the Membership and the accompanying Membership Privileges shall remain vested in the person designated as the Member or Designee (as applicable), in the Application and Agreement and/or in the Designee Application and Agreement, as applicable, unless otherwise provided in a written separation agreement or final divorce decree. In such an event, either the legally separated Member or Designee (as applicable) or their former Spouse, as the case may be, shall no longer be entitled to exercise any Membership Privileges with respect to such Membership. Club Owner will not become involved in any dispute between a Member or Designee (as applicable) and their Spouse, and Club Owner reserves the right to suspend all Membership Privileges in the event of any disagreement over which such spouse is entitled to retain the Membership and/or exercise the Membership Privileges.

6.13 TEMPORARY DUES DECREASE

A Founder, Premier or Oaks Member who has a health or medical condition and who is in Good Standing (and who has been in Good Standing during the immediately preceding sixty (60) month period) may request that such person's monthly dues with respect to such person's Membership be reduced by fifty percent (50%) ("Dues Decrease") for a period of up to six (6) months ("Dues Decrease Period"), which request shall be submitted in writing to Club Owner. For purposes of this Section 6.13, the term health or medical condition shall mean the existence of a temporary or permanent condition that reasonably prevents the Member from playing golf and utilizing the golf facilities of the Club. In those circumstances where the health or medical condition may not be obvious, Club Owner reserves the right to require the Member provide a written letter from the Member's physician confirming the existence of such health or medical condition and the Member's inability to play golf and utilize the golf facilities of the Club. The decision as to whether or not to permit a Dues Decrease shall be made by Club Owner. Only one (1) Dues Decrease may be granted in connection with a Founder, Premier or Oaks Membership during the term of such Membership. During any approved Dues Decrease Period: (a) neither the Member, nor the Immediate Family, nor the Extended Family of the Member, shall be entitled to utilize the golf course or any of the other golf facilities of the Club; (b) provided the Member is and remains in Good Standing, the Member and the Immediate Family of the Member, shall be entitled to exercise all other Membership Privileges applicable to the Member's category and classification of Membership; (c) the Member shall remain obligated to pay all dues, fees, minimums, charges and other amounts accrued and payable with respect to the Founder, Premier or Oaks Membership prior to such Dues Decrease Period; and (d) the Member shall be obligated

to pay all dues, fees, minimums, charges and other amounts that accrue and are payable with respect to the Member's category and classification of Membership during the Dues Decrease Period.

6.14 TERMINATION AND REDEMPTION OF A MEMBERSHIP WITHOUT CAUSE

Club Owner reserves the right, without cause and exercisable at any time, to terminate and redeem an individual Membership in the Club, without regard to the date of issuance of such Membership and without regard to whether the conduct of the Member, or the Immediate Family, and/or Guests of the Member (or in the case of a Corporate Membership, the Designee or the Immediate Family and/or Guests of the Designee), is sufficient to warrant disciplinary action ("Membership Termination and Redemption"). In the event Club Owner elects to effect a Membership Termination and Redemption, Club Owner shall deliver written notice of such Membership Termination and Redemption to the applicable Member. Upon the effective date of any such Membership Termination and Redemption (as specified in the written notice), the Membership shall be deemed to have been redeemed by the Club and terminated. Within thirty (30) calendar days following any such Membership Termination and Redemption, and notwithstanding any provision contained in this Membership Plan to the contrary, that portion of the Membership Deposit and/or Membership Fee, as applicable, previously paid by the applicable Member (and in the case of a Corporate Membership, by each Additional Designee) to the Club for such Membership shall be refunded to such Member and Designee, without any interest accrued thereon, less the amount of all outstanding dues, fees, minimums, charges and other amounts owed by the applicable Member and Designee to the Club as of the effective date of such Membership Termination and Redemption. Effective upon such Membership Termination and Redemption, neither the applicable Member nor any Designees shall be entitled to exercise any Membership Privileges nor shall they have any further rights or privileges with respect to the Club and/or the Club Facilities.

Notwithstanding the foregoing, upon the Membership Termination and Redemption of a Premier Corporate Golf Membership, each Additional Designee in Good Standing shall have the right to convert their status as a Designee and receive a Premier Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club within thirty (30) days following such Membership Termination and Redemption. Furthermore, and notwithstanding the foregoing, upon the Membership Termination and Redemption of an Oaks Corporate Golf Membership, each Additional Designee in Good Standing shall have the right to convert their status as a Designee and receive an Oaks Membership (without the requirement for the payment of an additional Membership Deposit and/or Membership Fee) by delivering written notice of such election to the Club within thirty (30) days following such Membership Termination and Redemption.

For the avoidance of doubt, the provisions of this Section 6.14 shall not be applicable to a voluntary resignation pursuant to Section 6.3, a termination pursuant to Section 6.4 or the re-issuance provisions set forth in Section 6.5 and Section 6.7 hereof.

6.15 GOOD STANDING

For purposes of this Membership Plan, the term “Good Standing” means: (a) in the case of all categories and classifications of Membership other than Premier Junior Membership, Oaks Guardian Membership and Oaks Junior Membership, the Membership has not been resigned or terminated; (b) in the case of a Premier Junior Membership, an Oaks Guardian Membership and an Oaks Junior Membership, the Membership has not been resigned or terminated pursuant to Section 6.3 or Section 6.4 hereof prior to the date of Automatic Termination Date of such Membership; (c) neither the Member nor any of the Designees have been suspended pursuant to Section 6.8 hereof; (d) neither the Member nor any of the Designees have been expelled and the Membership terminated pursuant to Section 6.9 hereof; and (e) in the case of Corporate Memberships, the Corporate Member continues to meet the qualification requirements of a valid Business Entity as set forth in this Membership Plan and is in good standing with the applicable governmental authorities.

ARTICLE 7 DUES, FEES, MINIMUMS AND OTHER CHARGES

7.1 MEMBERSHIP YEAR OF THE OAKS CLUB AT VALENCIA

The Club’s membership year will constitute the twelve month period commencing January 1 and ending December 31, unless otherwise established by Club Owner.

7.2 DUES, FEES, MINIMUMS, CHARGES AND OTHER AMOUNTS ESTABLISHED BY CLUB OWNER

Club Owner will establish the amount of dues, fees, minimums, charges and other amounts to be paid by each Member and Designee of the Club from time to time. The amount of dues payable by each Member and Designee will depend upon the applicable category and classification of Membership. Club Owner has the right, exercisable from time to time, to increase or decrease the amount of dues for one or more categories and/or classifications of Membership in the Club. Club Owner reserves the right to amend, change or modify the dues structure for the Club or for any category or classification of Membership from time to time, in amounts and upon terms and conditions determined by Club Owner including, without limitation, adopting a multi-tiered dues structure for any category or classification of Membership in which the level of dues will be based upon the number of persons in the Immediate Family of the Member or Designee that are designated by such Member or Designee to enjoy the Membership Privileges associated with the applicable Membership. In order to properly maintain the Club Facilities and assure the continued quality of facilities and services, dues will be based on market demand, market conditions and other factors deemed pertinent by Club Owner. Any increase or decrease in the amount of dues shall be effective on the date specified by Club Owner. Club Owner also reserves the right to impose minimum food, beverage and/or other charges in such amounts as may be determined by Club Owner from time to time. Club Owner has the right, from time to time, to increase or decrease the minimum food, beverage and other charges for one or more categories and/or classifications of Membership in the Club. Any increase or decrease in the minimum food, beverage and other charges shall be effective on the date specified by Club Owner in a written notice to the applicable Members and Designees of the Club. In addition to the dues and minimum food, beverage and

other charges, Club Owner shall determine from time to time separate fees, charges and other amounts which may be imposed for the use of golf carts, lockers, golf club storage, shoe shine, golf tournaments, establishment of handicaps and other goods and services furnished by the Club, as well as other services provided at the other Club Facilities. Members, Designees, Immediate Family, Extended Family and Guests are obligated to pay separate charges for the use of golf carts, lockers and golf club storage. The use of golf carts, lockers and golf club storage is subject to availability. Club Owner may establish a waiting list or other system of priority with regard to locker availability and golf club storage availability. Priority on the waiting list shall be determined by Club Owner. Club Owner also has the right to establish the Guest Fee and the Extended Family Fee and, in either case, to increase or decrease such Guest Fee and/or Extended Family Fee from time to time. Club Owner also has the right to establish a Designee Change Fee in connection with any change in the identity or designation of a Designee of a Corporate Member pursuant to this Membership Plan, and in either case, to increase or decrease such Designee Change Fee from time to time. Club Owner also has the right to establish a processing fee in connection with any conversion of a Junior Membership, an Oaks Junior Membership and/or a Guardian Membership, and to increase or decrease such processing fee from time to time. The payment of dues, fees, minimums, charges and other amounts owing to the Club will not be abated for any reason, including, without limitation, any extended absence of the Member or Designee or any temporary disability preventing the Member's or Designee's use of the Club Facilities, except and unless specifically provided otherwise in this Membership Plan.

Corporate Members are jointly and severally responsible with each Designee of such Corporate Member for all incurred and/or accrued and unpaid dues, fees, minimums, charges and other amounts with respect to each Designee of such Corporate Member, regardless of the status of such Designees (ex: active, inactive, suspended, resigned, terminated, etc.).

7.3 DUES SHALL BE PAYABLE IN ADVANCE ON A MONTHLY BASIS; FEES, MINIMUMS, CHARGES AND OTHER AMOUNTS PAYABLE MONTHLY IN ARREARS

Dues shall be payable in advance each month during the membership year, unless otherwise established by Club Owner, which means the monthly statement sent to each Member and Designee will include the amount of dues owing for the month in which such statement is sent. All other fees, minimums, charges and other amounts are payable in arrears on a monthly basis. All dues, fees, charges and other amounts shall be payable in accordance with Section 7.7 below.

7.4 THE SCHEDULE OF DUES, FEES, MINIMUMS, CHARGES AND OTHER AMOUNTS DESCRIBES THE CURRENT DUES, FEES MINIMUMS, CHARGES AND OTHER AMOUNTS

The current dues, fees, minimums, charges and other amounts for use of the Club Facilities are described on the Schedule of Dues, Fees and Charges. The Schedule of Dues, Fees, Minimums and Charges is also subject to change from time to time by Club Owner.

7.5 FINANCIAL RESPONSIBILITY FOR MEMBERSHIP AT THE OAKS CLUB AT VALENCIA

Each Member and Designee shall be responsible for the conduct of their respective Immediate Family, Extended Family and Guests when using the Club Facilities. Each Member and Designee shall be directly and fully responsible to Club Owner for all damages and injuries caused by their respective Immediate Family, Extended Family and Guests and for all charges incurred by their respective Immediate Family, Extended Family and Guests. Corporate Members are jointly and severally responsible with each Designee of such Corporate Member for all damages and injuries caused by such Designee and by the Immediate Family, Extended Family and Guests of such Designee. Corporate Members are also jointly and severally responsible with each Designee of such Corporate Member for all incurred and/or accrued and unpaid dues, fees, minimums, charges and other amounts with respect to each Designee of such Corporate Member, regardless of the status of such Designees (ex: active, inactive, suspended, resigned or terminated, etc.).

7.6 CHARGING PRIVILEGES

Subject to such restrictions and limitations as may be established by Club Owner from time to time, Club Owner will afford all Members and Designees in Good Standing, and their respective Immediate Family and Extended Family, the privilege of charging for all food and beverage, retail and other purchases in the clubhouse and on or about the Club Facilities. Additionally, subject to the provisions of this Membership Plan, the Club will afford authorized Guests the privilege of charging all food and beverage, retail and other purchases as well as for services provided in the clubhouse and/or on or about the Club Facilities. Accounts will be billed on a monthly basis. Members, Designees, and their respective Immediate Family and Extended Family, are required to sign all charge tickets and are also required to write the applicable Member's or Designee's membership number on all charge tickets. The Club may also accept cash for food and beverage, and retail and other purchases, and in certain areas of the Club Facilities. The Club may also accept designated credit cards/debit cards for food and beverage, retail and other purchases and, in connection therewith, impose a surcharge/service charge/processing fee in such amount as may be established by Club Owner, subject to applicable law. Furthermore, Club Owner also reserves the right to impose a service charge on certain food and beverage purchases in the restaurants comprising the Club Facilities.

7.7 MEMBER'S ACCOUNTS

A monthly statement shall be sent to each Member and Designee, which will include a summary of all dues, fees, minimums, charges and other amounts owing to the Club. Dues shall be payable in advance on or before the first day of each month, which means the monthly statement sent to each Member and Designee will include the amount of dues owing for the month in which such statement is sent. All other fees, minimums, charges and other amounts are due and payable on or before the last day of the month in which the Club issues a written statement to the Member or Designee itemizing such dues, fees, minimums, charges and other amounts that are payable. Without limiting the remedies of Club Owner as described in this Membership Plan, in the event any Member or Designee fails to timely pay to the Club any financial or monetary obligation owing to the Club including, without limitation, the amount set forth in any monthly statement, all such

unpaid amounts shall bear interest at the rate of one and three-quarters percent (1.75%) per month, compounded monthly, commencing on the date such obligation was due and terminating on the date such amount is paid in full, but not to exceed the maximum amount permitted by law.

Club Owner has the authority to post any delinquent Member's or Designee's name on the Club bulletin board or take any other action that may be deemed appropriate to assist in the collection of such Member's or Designee's accounts. In the event any Member or Designee is delinquent in the payment of such Member's or Designee's account with the Club on one or more occasion, in addition to all the rights and remedies which may be available to Club Owner under this Membership Plan, the Rules and Regulations, the applicable Application and Agreement, the applicable Designee Application and Agreement, and other applicable laws, Club Owner reserves the right to require such Member and/or Designee to prepay in advance their respective fees, dues, minimums, charges and other amounts (including, without limitation, club storage fees, handicap fees, locker fees and/or fees for other services provided at the Club Facilities), on either an annual or other periodic basis as may be determined by Club Owner from time to time. Any expenses incurred by Club Owner for checks returned by a Member's or Designee's bank or otherwise incurred in connection with delinquent accounts, shall be borne by such Member and/or Designee, as applicable including, without limitation all attorneys' fees and court costs incurred by Club Owner in connection with the collection of such expenses. Without limiting any rights of Club Owner or the Club, Club Owner shall have the right to charge all delinquent dues, fees, minimums and charges against the applicable Member's or Designee's credit card/debit card on file with the Club and, in connection therewith, impose a service charge/processing fee in such amount as may be established by Club Owner, subject to applicable law.

Club Owner may elect to accept designated credit cards/debit cards for the payment of monthly dues, fees, minimums, charges and other amounts owing by a Member and/or a Designee to the Club. As a condition to exercising the privilege of using a credit card, Club Owner may impose a surcharge/service charge/processing fee in such amount as may be established by Club Owner, subject to applicable law.

ARTICLE 8 CLUB OPERATIONS

8.1 MANAGEMENT AND CONTROL OF THE CLUB FACILITIES AND OPERATION OF THE CLUB

Club Owner, either directly and/or through its agents and representatives, will manage and operate the Club and the Club Facilities as Club Owner deems appropriate. As a result, Club Owner shall be solely responsible for the administration of the Club and the Club Facilities and will have the exclusive authority to accept or decline prospective Members and Designees, set all dues, fees, minimums and other charges, establish the Rules and Regulations and control the management and affairs of the Club and the Club Facilities. Club Owner shall in no way be obligated to satisfy or underwrite deficits and shall be entitled to operate the Club Facilities in any manner deemed appropriate by Club Owner. All revenues and operating profits, if any, resulting from or relating to the Club and the Club Facilities shall belong to Club Owner. Club Owner reserves the right to retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities.

8.2 MEMBERS AND DESIGNEES HAVE NO VOTING PRIVILEGES

Members and Designees have no voting privileges with respect to the Club or the Club Facilities.

8.3 ADVISORY BOARD

Club Owner may establish an advisory board whose purpose includes fostering good relations between the Members and Designees and management of the Club Facilities and providing Member and Designee input on programs and activities provided at the Club. The advisory board shall be composed of Members and Designees selected by Club Owner (the "Advisory Board"). Members of the Advisory Board shall serve staggered terms established by Club Owner. The Advisory Board has no duty or power to negotiate or otherwise act on behalf of Club Owner, the Club or its management or the Members or Designees and such Advisory Board of serves only in an advisory capacity as a liaison between Members and Designees of the Club and management of the Club Facilities.

8.4 CLUB COMMITTEES

Club Owner may establish such other committees ("Committees"), as Club Owner deems appropriate and shall appoint Members and Designees designated by Club Owner. Designated members of the management team shall meet with these Committees on a regular basis to discuss the operation of the Club Facilities and the formulation of programs for Members and Designees. Each of the Committees shall submit their recommendations to Club Owner for review and approval.

All Committees shall act as advisory committees only. The chairperson of each Committee may appoint from the members of the Committees such sub-committees as they deem desirable. All sub-committees shall report directly to the Committee as a whole, which shall approve, amend or disapprove the report of the sub-committee.

ARTICLE 9 OTHER MEMBERSHIPS AND USE PRIVILEGES

9.1 USE OF THE GOLF COURSE AND CLUB FACILITIES BY NON-MEMBERS

Club Owner reserves the right to permit golf play and use of the clubhouse and other Club Facilities by non-Members, upon such terms and conditions as determined by Club Owner from time to time ("Non-Member Use"). The Non-Member Use may include, without limitation, tournaments, banquets, weddings, bar mitzvahs, bat mitzvahs and other special events. Club Owner will establish the use privileges and the applicable fees and other charges and conditions from time to time applicable to such Non-Member Use. The Non-Member Use may from time to time supersede and/or take priority over the use of the Club Facilities by Members and Designees, their respective Immediate Family, Extended Family and Guests, as applicable, provided Club Owner shall endeavor to schedule such Non-Member Use at such times so as not to materially interfere with the use and enjoyment of the Club Facilities by Members and Designees, their respective Immediate Family, Extended Family and Guests.

9.2 PROMOTIONAL USE OF THE CLUB FACILITIES, TOURNAMENT PLAY, SPECIAL EVENTS AND GROUP OUTINGS

Club Owner has the right to designate persons to use any or all of the Club Facilities for any purpose and upon such terms and conditions as are established from time to time by Club Owner. The persons designated to use the Club Facilities may include, without limitation, persons who are prospective members at the Club, persons who are involved in special events held at the Club and employees of Club Owner and/or its affiliates. The persons designated by Club Owner are subject solely to approval by Club Owner.

Club Owner shall have the right at any time to hold promotional and other special events on the Club Facilities and to promote the Club in advertisements and promotional materials by making reference to The Oaks Club at Valencia and the availability of Memberships. Club Owner reserves the right to restrict or otherwise reserve in advance the Club Facilities for maintenance and for such promotional and other special events from time to time.

9.3 RECIPROCAL PRIVILEGES

Club Owner shall have the right to enter into reciprocal use, privileges and access agreements with other golf club and recreational facilities including, without limitation, agreements with affiliates of Club Owner, pursuant to which (a) Members and Designees of the Club may be entitled to use the other clubs and facilities upon payment of such dues, fees, minimums and charges established by the Club Owners of the other clubs and facilities from time to time; and (b) members of the other clubs and facilities may be entitled to use the Club Facilities upon payment of such dues, fees, minimums and charges established by Club Owner from time to time. Such reciprocal use rights shall be on such terms and conditions as may be determined by Club Owner from time to time and may be withdrawn or limited at any time by Club Owner.

ARTICLE 10

ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES.

10.1 ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES

The Club Facilities are owned by Club Owner. Membership at the Club is not an investment in Club Owner, the Club or the Club Facilities and does not provide the Member with an equity or Club Ownership interest or any other property interest in Club Owner, the Club or the Club Facilities. Membership at the Club allows the Member or the Member's Designees to use the Club Facilities, but does not grant to the Member or the Member's Designee a vested or prescriptive right or easement to use the Club Facilities. Members do not have any interest in the income of Club Owner or the Club and do not have the right to receive any of Club Owner's or the Club's assets if the Club is dissolved, or if the Club or any Club Facilities are sold or otherwise conveyed. Use of the Club Facilities by Members and Designees may be restricted or reserved from time to time by Club Owner. Members and Designees only obtain a non-exclusive, non-transferable, revocable, non-refundable license to use the Club Facilities in accordance with the terms of the Membership Plan, the Rules and Regulations, the applicable Application and Agreement and the applicable Designee Application and Agreement.

Club Owner may obtain a loan from time to time and use the Club Facilities as security and collateral for repayment of such loan and therefore, all rights and privileges of the Members and Designees pursuant to this Membership Plan, the Rules and Regulations, the applicable Application and Agreement and the applicable Designee Application and Agreement, are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities.

10.2 MODIFICATION AND TERMINATION OF MEMBERSHIP PLAN

Club Owner reserves the right to sell, assign its interest in, lease or otherwise dispose of the Club Facilities or any part thereof, or to convert The Oaks Club at Valencia into an equity membership owned club, without the consent or approval of any Members of the Club. Without limiting the provisions of Section 5.5 hereof, Club Owner further reserves the right to amend and modify this Membership Plan in any manner it deems appropriate. All Members and Designees agree to be bound by any changes to this Membership Plan once communicated to them in writing.

10.3 EQUITY CONVERSION; SALE OF THE CLUB FACILITIES; SUBSEQUENT PURCHASER OF THE CLUB FACILITIES

Club Owner has the right, but not the obligation, to convert the Club into a Member-owned club. In such a case, existing Members will be able to acquire a membership in the equity club upon payment of an equity club conversion fee, membership deposit or membership fee as determined by Club Owner. Priority for membership in the Member-owned equity club shall be given to property owners in the Community who are existing Members of the Club on a first-in, first-choice basis, and then to all other Members on a first-in, first-choice basis. If a Member elects not to convert to membership in the equity club, the Membership held by such Member shall become a non-equity membership in the Member-owned club, no longer eligible for early refund of any refundable Membership Deposit upon resignation without regard to issuance of new memberships in the Member-owned club, and shall become subject to recall, in the Club Owner's or Member-owned club entity's sole discretion, in which event the refundable Membership Deposit paid by the Member will be refunded to the Member within thirty (30) days of the date of notice of recall by the recalling entity. Nothing in the Membership Documents shall ever require Club Owner to convert the Club into a Member-owned club, nor shall the existence of such option prevent or hinder Club Owner's right to sell the Club and the Club Facilities to any other party on such terms and conditions as Club Owner shall deem acceptable, and nothing herein is intended to create or grant a right of first refusal to all or any part of the Members of the Club.

NO PROSPECTIVE MEMBER, MEMBER, IMMEDIATE FAMILY MEMBER, EXTENDED FAMILY MEMBER, GUEST OR LESSEE MAY RELY ON ANY WRITTEN OR VERBAL STATEMENT MADE BY ANY PERSON OR SOURCE CONTRARY TO THE PRECEDING RESERVATION AND CLARIFICATION OF RIGHTS OF THE CLUB OWNER.

Subject to the provisions of the Membership Documents concerning conversion to a private Member-owned club and suspension, expulsion or termination of Membership for disciplinary reasons, in the event of termination of the Membership Plan, termination of a person's category of Membership and use privileges in the Club, recall or the discontinuance of operation of all of the Club Facilities, the Club will refund the refundable portion of the Membership Deposit to the

affected Member(s) and Designee(s) within thirty (30) days of the date that such termination or discontinuance is effective.

Club Owner retains and has the unilateral right and option at any time to sell or lease the Club Facilities and Club assets, or any portion thereof, to any person or entity as determined by Club Owner. Club Owner does not have any obligation or duty of any type or nature to offer to sell or lease the Club Facilities and Club assets to any Member or group of Members of the Club. In the event that Club Owner sells the Club Facilities, it will disclose the existence of this Membership Plan and the other Membership Documents and will require the purchaser to acquire title to the Club Facilities subject to the terms and conditions of this Membership Plan and the other Membership Documents, as the same may be amended from time to time.

Upon the written assumption by a purchaser or lessee of the Club or Club Facilities of the obligations of Club Owner under the Membership Documents, Club Owner will be automatically released from any and all liability of any nature whatsoever under the Club Documents, including, but not limited to, the obligation for the repayment of any Membership Deposits or Membership Fees. No joinder, consent or acknowledgement by any Members of the Club is required for the full and final release of Club Owner from any and all such obligations. Thereafter, all references to “Club Owner” in this Membership Plan and/or in the other Membership Documents shall mean such purchaser or lessee only.

10.4 MANDATORY DISPUTE RESOLUTION

Any controversy, dispute or claim (collectively “Dispute”) regarding, resulting from, arising out of or in any way related to the Club, the Memberships, the Membership Privileges, use of Club Facilities, Club operations, this Membership Plan, the Rules and Regulations, any Application and Agreement, any Designee Application and Agreement or Club Owner’s decision as to any Disciplinary Hearing and the disciplinary action taken, shall be governed by the mandatory dispute resolution procedures set forth below.

In the event that Club Owner or a Member or Designee has a Dispute (the “Claimant”), the Claimant shall notify the applicable party (the “Notified Party”) in writing of the claim, describing the nature of the claim and any proposed remedy (the “Dispute Notice”). Within a reasonable period after receipt of the Dispute Notice, which period shall not exceed sixty (60) calendar days, the Notified Party shall contact the Claimant to set up a meeting and shall meet at the Club Facilities to discuss the Dispute.

10.5 MEDIATION

If the parties to the Dispute fail to resolve the Dispute by negotiation within thirty (30) calendar days after delivery of the Dispute Notice, the matter shall be submitted to mediation pursuant to the Mediation Rules of the American Arbitration Association applicable to recreational club facility disputes (except as such procedures are modified by these provisions or such other mediation service selected by the Notified Party). The Claimant shall have until one hundred twenty (120) days after the date of delivery of the Dispute Notice to Notified Party, to submit the Dispute to mediation. If Claimant fails to timely submit the Dispute to mediation, then the Dispute of the Claimant shall be deemed waived and abandoned and all applicable parties shall be relieved

and released from any and all liability relating to the Dispute. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. No litigation or other action shall be commenced against the Notified Party or any applicable party without complying with the procedures described herein:

10.5.1 Position Memoranda; Pre-Mediation Conference. Within ten (10) calendar days of the selection of the mediator, each party shall submit a brief memorandum setting forth their position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) calendar days following the submittal of the memoranda and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held at the Club Facilities or such other place as is mutually acceptable by the parties.

10.5.2 Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute, consistent with the mediation rules applicable to the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties agree and assume the expense of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

10.5.3 Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

10.5.4 Parties Permitted at Sessions. Persons other than the parties, the representatives and mediator may attend mediation sessions only with the permission of both parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall be confidential. There shall be no stenographic record of the mediation process.

10.5.5 Mediation Expenses. All expenses of the mediation (including the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof or expert advice produced at the direct request of the mediator), shall be borne equally by the parties unless they agree otherwise. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

10.6 EXERCISE OTHER RIGHTS AND REMEDIES

Should mediation not be successful in resolving any Dispute, then the Claimant who delivered the Dispute Notice shall have ninety (90) calendar days after the date of termination of the mediation to pursue all other rights and remedies available under applicable law.

10.7 NOTICE

All notices or other communications (other than regular statements of account and delinquent notices) required to be given or made hereunder by the Club or Club Owner shall be in writing and shall be deemed delivered when: (a) delivered personally; (b) deposited in the United States mail (first-class, postage prepaid), and addressed to the recipient at the last known address of such recipient on record with the Club; (c) sent by facsimile telecommunication or electronic mail when directed to the recipient at the last known facsimile number or electronic mail address, respectively, of such recipient on record with Club; or (d) the expiration of thirty (30) days after posting of such notice or communication on an electronic message board, secure website or network which the Club has designated for such notices and communications. All regular statements of account and delinquent notices required to be given or made hereunder by the Club shall be in writing and shall be deemed delivered when: (i) delivered personally; (ii) deposited in the United States mail (first-class, postage prepaid) and addressed to the recipient at the last known address of such recipient on record with the Club; or (iii) sent by facsimile telecommunication or electronic mail when directed to the recipient at the last known facsimile number or email address, respectively, of such recipient on record with the Club.

10.8 CLUB OWNER'S AUTHORITY

All matters subject to Club Owner's review, consent, approval or discretion pursuant to this Membership Plan, the Rules and Regulations of the Club, the applicable Application and Agreement, the Designee Application and Agreement and/or any other governing instruments of the Club, shall be reviewed and approved or disapproved by Club Owner in its sole and absolute discretion.

10.9 INDEMNIFICATION AND ASSUMPTION OF RISK

Each Member and Designee hereby agrees to indemnify, defend and hold harmless Club Owner (and Club Owner's parent, subsidiaries and affiliates) and any management firm retained to operate and manage the Club Facilities on a day-to-day basis, and each of their respective members, managers, directors, officers, partners, shareholders, employees, agents, attorneys, successors and assigns, at all levels ("Indemnified Parties"), from and against any and all liabilities, costs (including reasonable attorneys' fees), judgments and damages, arising out of and/or related to all claims, demands and causes of action incident to or arising out of acts or omissions of such Member or Designee, or their respective Immediate Family, Extended Family and Guests. Each Member and Designee hereby voluntarily assumes all risks of accident or damage to such Member's or Designee's person or property, and the person or property of their respective Immediate Family, Extended Family and Guests, arising out of or relating to the use or occupancy of the Club Facilities and/or participating in any event or activity held by the Club either on or off the Club Facilities, by such Member or Designee, and their respective Immediate Family, Extended Family and Guests. Club Owner shall not be responsible or liable for any property damage, personal injury and/or theft caused by any Member or Designee or by the Immediate Family, Extended Family and/or Guests of any Member or Designee and/or caused to any Member or Designee or to the Immediate Family, Extended Family and/or Guests of any Member or Designee. Each Member and Designee hereby agrees to be responsible and liable for all property damage, personal injury and/or theft which he or she causes, or which is caused by his or her

Immediate Family, Extended Family or Guests, at the Club Facilities or at any activity or function operated, organized, arranged or sponsored by Club Owner. In addition, a Member or Designee, or the Immediate Family or Extended Family of the Member or Designee, who arranges or sponsors any activity or function at the Club Facilities, shall be responsible for any such damage or injury even if such damage or injury was not caused by the Member, Designee or the Immediate Family or Extended Family of the Member or Designee. Without limiting the foregoing, the cost of repairing any such damage shall be charged to the Member's or Designee's account. The terms and provisions of this section shall survive termination of this Membership Plan and/or the Membership of any Member and/or Designee in the Club.