

CROWN COLONY GOLF & COUNTRY CLUB, INC.

EQUITY MEMBERSHIP PLAN

April 5, 2018

MEMBERSHIP PLAN OVERVIEW

Membership Opportunity

This Membership Plan, including exhibits (the "Membership Documents"), offers you an opportunity to acquire a membership in Crown Colony Golf & Country Club, Inc. (the "Club"). The Club is an equity membership club which operates and offers access to certain golf and social facilities located in Lee County, Florida all of which are located within the Crown Colony residential community (the "Community").

Membership Categories and Privileges

Each "Equity Membership" represents an ownership interest in the Club, and can be either a Refundable or Non-Refundable Equity Membership. Holders of Equity Memberships ("Equity Members"), as described herein, are entitled to vote on matters submitted to the Equity Members for a vote in accordance with the Membership Documents. Equity Members are entitled to use the Club Facilities referred to hereafter in accordance with the privileges granted by his or her membership described herein. The Club is offering three (3) categories of Equity Memberships: Golf Memberships, Sports Memberships and Social Memberships.

The Club may also offer non-proprietary memberships as provided in this Membership Plan. Non-proprietary memberships and Equity Memberships are sometimes referred to herein as "memberships" and persons acquiring Equity Memberships or non-proprietary memberships are sometimes referred to herein as "members".

Special Membership Benefits

In addition to exceptional Club Facilities and an extensive array of programs and activities for members and their families, membership in the Club currently offers a number of attractive benefits, including:

- **Refundable Membership Contribution**. Refundable Equity Members are generally entitled to a refund of a membership contribution based on the average Membership Contribution paid to the Club for the three memberships of the same category sold by the Club immediately prior to the member qualifying for the refund, including the amount paid to the Club by the successor member who replaces the resigned Equity Member, or the price paid by the purchaser of the membership on sale of residence, as provided for in the Membership Documents and Membership Purchase Agreement.

- **Non-Refundable Membership Contribution.** Non-Refundable Equity Members are not entitled to the refund of a membership contribution and memberships are not transferable to the subsequent purchaser of a member's home. Members will be responsible for dues for one full membership year after the year in which the resignation is given by written notice to the Club.

- **Transferability of Memberships**. Refundable Equity Memberships are transferable through the Club to the subsequent purchaser of a member's home regardless of

whether all memberships have been issued and such transfers are not subject to the buyers' or resigned members' waiting lists described herein.

- **Control of Club Operations and Policies**. Equity Members will be entitled to elect the members of the Board of Governors which governs the Club.

- **Transfer to Family Members**. Equity Members are generally entitled to transfer such membership to an immediate family member or spouse thereof.

- **Ownership Interest in Club**. Each Equity Member has an ownership interest in the Club and is entitled to vote on matters affecting the Club in accordance with the Membership Documents.

- **Immediate Family Privileges**. All memberships are family memberships. A member and the member's spouse or significant other, and unmarried children (or grandchildren or other children for which the member has legal custody) who are under the age of 23 and who are living at home with the member, attending school on a full-time basis or actively serving in the military are entitled to membership privileges without having to pay additional membership dues, subject to the Club's right to restrict access to such immediate family members during primary playing times or for certain golf or other functions.

- **Extended Family Privileges.** The parents, grandparents, grandchildren, great grandchildren and children who do not fall within the definition of immediate family of the member and the member's spouse or significant other may also be entitled to use the Club Facilities upon payment of any applicable user fees established by the Club.

- **Use of Club Facilities by Lessee.** An Equity Member may arrange for a lessee of such member's home to enjoy lessee privileges, subject to the approval of the Club.

- **Inheritability.** Upon the death of a member, the membership can be transferred to the member's spouse or legatee, as described further in the Membership Documents.

- **Club Communications.** Members will be provided with information and announcements about events and activities at the Club and other items of interest through periodic electronic mailings and a website.

The Club reserves the right to change or eliminate certain membership benefits from time to time.

Carefully Review All Documents

This Membership Plan is a summary of the membership opportunities offered by the Club and is qualified by the definitive information set forth in the attached or referenced exhibits. Every person who desires to purchase a membership in the Club should carefully read this Membership Plan and all of the attached or referenced Membership Documents and should

consider seeking professional advice to evaluate these documents. Please refer to the Bylaws for the meanings of terms that are not defined in this Membership Plan.

Application Procedures

Persons who desire to apply for membership in the Club must comply with all of the following requirements:

A. Fully complete and execute the Membership Purchase Agreement.
B. Deliver or mail to the Membership Office at the Club: (i) the completed and executed Membership Purchase Agreement, and (ii) a check in U.S. funds for the amount required in the Membership Purchase Agreement (such funds will be returned if application is not acted upon favorably).

Membership Office Available to Answer Inquiries

Should you have any questions concerning the membership opportunities available at the Club, this Membership Plan, or Membership Documents, please contact the Membership Office at 8851 Crown Colony Boulevard, Fort Myers, FL 33908 or by telephone at (239) 590-9044.

Rely Only on the Written Information Provided

NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR TO PROVIDE ANY INFORMATION WITH REGARD TO THE CLUB OR THE MEMBERSHIPS IN THE CLUB CONTRARY OR IN ADDITION TO THE INFORMATION CONTAINED IN THESE MEMBERSHIP DOCUMENTS. IF ANY SUCH REPRESENTATIONS ARE MADE OR INFORMATION PROVIDED, SUCH REPRESENTATIONS OR INFORMATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THESE MEMBERSHIP DOCUMENTS, THE MEMBERSHIP PURCHASE AGREEMENT AND ANY OTHER PRINTED MATERIALS, THE MEMBERSHIP DOCUMENTS AND MEMBERSHIP PURCHASE AGREEMENT SHALL GOVERN.

Memberships Offered only for Recreational Purposes

MEMBERSHIPS ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS ACQUIRING A MEMBERSHIP TO OBTAIN RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT AND PERSONS PURCHASING A MEMBERSHIP SHOULD NOT EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP IN THE CLUB.

NO FEDERAL, STATE OR OTHER GOVERNMENTAL AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THESE MEMBERSHIP DOCUMENTS.

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I. CLUB PURPOSE AND FACILITIES

A. Purpose of Club

The Club has been organized to acquire, own and thereafter operate the Club Facilities referred to below for the pleasure, recreation and benefit of its members, their family members and guests.

B. Club Facilities

The facilities of the Club, referred to in the Membership Plan as the "Club Facilities", consist of the following:

- an eighteen (18) hole golf course designed by Ron Garl;
- golf practice facilities including a golf practice range, target greens, chipping green, and a practice putting green ("Golf Practice Facilities");
- a snack shop that is conveniently located between #1 and #10 tees; and
- a clubhouse offering dining facilities and lounge, private dining rooms, a meeting/conference room, golf shop, men's and women's locker room facilities, card room, administrative offices and patio/deck areas.

The eighteen (18) hole golf course, golf practice facilities, snack shop, golf shop and the men's and women's locker room facilities located in the clubhouse are sometimes hereinafter collectively referred to as the "Golf Facilities" and the clubhouse (excluding the men's and women's locker room and golf shop facilities) is sometimes hereinafter referred to as the "Social Facilities".

II. CATEGORIES AND NUMBER OF EQUITY MEMBERSHIPS

Three (3) categories of Equity Membership are available in the Club: Golf Memberships, Sports Memberships and Social Memberships. The maximum number of Equity Memberships which the Club is permitted to issue in each category of membership is as follows:

Category	No. of Memberships
Golf Membership	300
Sports Membership	100
Social Membership	100

III. ELIGIBILITY

A. Offering of Memberships

Equity Memberships may be offered to residents and non-residents of the Community. All members, whether residents or non-residents, must apply for and be approved for

membership in the Club. Equity Memberships may be titled in the name of an individual or bona fide entity (as provided herein).

B. Reserved Memberships

The Club has retained the absolute right at all times to reserve any unsold memberships which it may hold for sale. Reserved memberships are not considered to be available memberships, and the Club may not be compelled to sell such memberships. The Club may issue a reserved membership to any person whom the Club determines appropriate from time to time.

C. Upgrade of Membership

Equity Members will, at all times, have the right to upgrade to a higher category of Equity Membership, subject to the Equity Membership being available and not reserved and subject to any waiting list for the higher category of Equity Membership. The upgrading Equity Member must pay the difference, if any, between the membership contribution previously paid by the upgrading Equity Member for his or her Equity Membership and the then current membership contribution for the new category of Equity Membership plus prorated dues.

D. Downgrade of Membership

Refundable Equity Members (other than surviving spouses of deceased Equity Members as provided in Section VI.D) may not downgrade to a lower category of Equity Membership as a matter of right. Downgrades may be allowed by the Board of Governors in its sole and absolute discretion on terms and conditions determined by the Board of Governors.

E. Waiting Lists for Equity Membership

If a person desires to acquire an Equity Membership in a particular category of Equity Membership and an Equity Membership is not available in that category, the Club will establish a waiting list for that particular category of Equity Membership. If an Equity Membership in the category thereafter becomes available, the Equity Membership will be offered to persons on the waiting list in accordance with the following order of priorities:

First, to all Equity Members who desire to upgrade to a higher category of Equity Membership.

Second, to property owners in the Community who are approved and who are not Equity Members of the Club; and

Third, to all other persons who are approved and desire an Equity Membership in the Club.

F. Memberships May Be Held in the Name of a Company or Other Bona Fide Legal Entity

For the convenience of members, a membership may be held in the name of a partnership, limited liability company, company, trust or other form of multiple ownership (collectively, the "entity"). The entity must designate one (1) adult who will have the right to use the membership as the "Corporate Designee." The Corporate Designee shall have the same privileges to use the Club Facilities and pay the same fees and charges as a member in the same category of membership. The immediate family of the Corporate Designee may use the Club Facilities on the same basis as immediate family of member in the same category of membership. The Corporate Designee must submit a Membership Application and the entity and the Corporate Designee will be subject to the approval of the Club. The Corporate Designee must be a bona fide director, officer, partner, shareholder or employee of the entity, or a trustee, beneficiary or settlor if the membership is held in the name of a trust, and must pay any required dues, fees and charges. The Corporate Designee of an Equity Membership shall be entitled to exercise the voting and other privileges of the Equity Membership. No person other than the Corporate Designee and his or her immediate family will be entitled to simultaneously use the membership. The Club may establish from time to time the rules governing the Corporate Designee, including rules regarding whether the Corporate Designee may be changed and the amount of any fee for such change. The entity member and the Corporate Designee shall be jointly and severally liable for the payment of all dues, fees, charges, assessments, and other amounts owed to the Club.

IV. MEMBERSHIP PRIVILEGES

A. Golf Membership

Upon the payment of all applicable dues, fees and charges, a Golf Member will be entitled to use all of the Club Facilities. Golf Members may reserve golf starting times fourteen (14) days prior to the date of play and shall have first priority sign-up for Club events, lockers and bag storage. Golf Members will not be required to pay greens fees for use of the Golf Facilities, but will be required to pay golf cart fees. Golf Members will be required to pay all other applicable fees for goods and services purchased at the Club.

B. Sports Membership

Upon the payment of all applicable dues, fees and charges, a Sports Member will be entitled to use the Club Facilities, subject to the limitations contained in this Section IV.B. Sports Members will be entitled to use the golf course four (4) times per month during January, February, March and April (all uses of the golf course, including tournaments, group events and regular golf play shall count toward this limit) and on an unlimited basis during the remaining months of the year. Sports Members will have second priority behind Golf Members for sign-up for Club events, lockers and bag storage. Sports Members shall pay a preferred member greens fee and a cart fee when playing golf and all other applicable fees and charges for goods and services purchased at the Club. Sports Members may reserve golf starting times seven (7) days in advance of the date of play. Sports members have unlimited use of the Golf Practice Facilities.

C. Social Membership

Upon the payment of all applicable fees and charges, a Social Member will be entitled to enjoy the Social Facilities of the Club. Social Members will be entitled to use the golf course one (1) time per month (all uses of the golf course, including tournaments, group events and regular golf play shall count toward this limit). Social Members will have third priority behind Golf Members and Sports Members for sign-up for Club events, lockers and bag storage. Social Members shall pay a preferred member greens fee and a cart fee when playing golf and all other applicable fees and charges for goods and services purchased at the Club. Social Members may reserve golf starting times three (3) days in advance of the date of play and shall have the right to sponsor up to three (3) guests to accompany the Social Member upon payment of preferred member guest fees. Social Members may only use the golf practice facilities before or after a round of golf or in connection with a golf lesson. (The remaining nonequity non-dues paying Social Members who originally enrolled with the developer (Centex) have no golf privileges or rights to use any of the Golf Practice Facilities, and are subject to the Membership Plan which was in effect as of June 30, 2010, as amended).

D. Club May Establish Rules Regarding Use of Club Facilities

In order to provide for the orderly administration of the Club and the utmost enjoyment of the Club Facilities by all members, the Club reserves the right, from time to time, to modify the privileges of membership in the Club, including but not limited to, establishing rules governing access, sign-up privileges and starting times with respect to the golf course and any other Club Facilities.

E. Membership Voting Rights

On all matters to be voted on by members of the Club, except for capital assessments, Equity Golf Members will be entitled to six (6) votes per membership certificate, Equity Sports Members will be entitled to three (3) votes per membership certificate and Equity Social Members will be entitled to one (1) vote per membership certificate. The Club is not entitled to vote the memberships which it holds for sale on matters submitted to the vote of the Equity Members.

F. Use of Club Facilities by Immediate Family and Designated Users

A member's immediate family will be entitled to use the Club Facilities in accordance with the member's category of membership. A member's immediate family will include the member's spouse or Significant Other (as described below) and their unmarried children (or grandchildren or other children for which the member has legal custody) who are under the age of twenty-three (23) and who are living at home with the member, attending school on a full-time basis or actively serving in the military. The Club reserves the right to restrict access by immediate family members during primary playing times and during certain golf and non-golf events as determined by the Club.

Only unmarried members may designate a Significant Other who will have membership privileges. A "Significant Other" must be (i) approved by the Club, (ii) designated in the Membership Purchase Agreement or in a separate agreement with the Club

, and (iii) an adult

who resides together with the member as a single household unit in a single residence. Such a designation may be permitted in the Club's discretion, upon application, approval and payment of any applicable fees. Each member may have only one (1) Significant Other and a Significant Other may be changed only once during any Membership Year. The Club may terminate the privileges of any or all Significant Others in its sole and absolute discretion.

G. Use of Club Facilities by Extended Family

The Club reserves the right from time to time, to permit the extended family of a member or the member's spouse or Significant Other, as applicable, to use the membership privileges upon payment of such fees as may be established by the Club. The extended family shall include the parents, grandparents, adult children, grandchildren and great grandchildren of both the member and the member's spouse or Significant Other. The Club may modify or terminate this privilege and establish such rules with respect thereto as it may determine from time to time.

H. Use of Club Facilities by Guests

Members may invite guests to use the facilities of the Club upon payment of the applicable guest charges. Guest use shall be in compliance with the Rules and Regulations and Bylaws of the Club, which may include, without limitation, restrictions on the number of times a particular guest may use all or a portion of the Club Facilities during each Membership Year, the total number of guests a member can sponsor during any Membership Year or portion thereof and a requirement that guests of a member be accompanied by the member. The Club reserves the right, through action by the Board of Governors, to establish guest policies from time to time. The member will be responsible for the payment of charges incurred but not paid by his or her guests, including any applicable guest fees established by the Club from time to time. Members will also be responsible for the deportment of and any damages caused by their guests.

I. Use of Club Facilities by Lessee of an Equity Member

An Equity Member who leases his or her home for a period of at least one (1) month may arrange for the lessee of his or her home to enjoy lessee privileges, subject to the approval of the Club. An Equity Member may designate up to three (3) lessees for privileges each Membership Year. An Equity Member who leases his or her home in the Community must do so in accordance with the Rules and Regulations of the Crown Colony Community Association, Inc. An Equity Membership must be acquired for each home for which the Equity Member desires a lessee to be able to use the Club Facilities. The lessee must (i) submit an Application for Lessee Privileges, (ii) be approved by the Club and (iii) pay the required administrative fee established by the Club from time to time. The Equity Member agrees to provide a copy of the lease agreement and such documentation as may be requested from time to time by the Club which demonstrates the existence of a bona fide leasing arrangement. During the period when a lessee is the designated user of the Equity Membership, the lessee shall have the same use rights as the lessor member and the lessor member will not have any membership privileges (except voting rights) but will continue to be obligated to pay dues and assessments with respect to his or her

Equity Membership. The Equity Member will be responsible for the deportment of the lessee and for all charges incurred by the lessee which are not paid in accordance with the customary billing and collection procedures of the Club. The Club may establish other rules relating to the use of the Club Facilities by lessees from time to time.

V. MEMBERSHIP CONTRIBUTION

A. Membership Contributions

Persons desiring to become Equity Members of the Club must pay the membership contribution as set forth in the Membership Purchase Agreement.

B. Setting of Membership Contribution

The membership contribution for memberships in the Club will be fixed by the Board of Governors of the Club from time to time at any level it deems appropriate in its sole discretion. The membership contribution for memberships which are available for reissuance by the Club will be equal to the membership contribution set by the Club for unissued memberships.

C. Payment of Membership Contribution

The membership contribution shall be paid in accordance with the Membership Purchase Agreement.

VI. TRANSFER OF MEMBERSHIP

A. Transfer of Refundable Equity Membership to Club

Refundable Equity Members may resign or otherwise transfer their memberships only to the Club. Refundable Equity Members who desire to resign their memberships in the Club must be in good standing and must give the Club sixty (60) days' written notice of their desire to resign the membership. The Club will maintain a list of persons who desire to acquire membership in the Club and a resigned members' waiting list of members who want the Club to reissue their Equity Membership. Resignations are irrevocable once submitted to the Club absent approval by the Board of Governors, in its sole and absolute discretion.

B. Resigned Members' Waiting List

Upon the effective date of a Refundable Equity Member's resignation, the resigned membership will be placed on a list by category of membership to be reissued on a first-resigned, first-reissued basis (subject to Section VI. D. below in the case of the death of an Equity Member), as follows, unless the member arranges for the subsequent purchaser of his or her home to acquire the membership:

1. Prior to the Initial Issuance of All Memberships in a Category

Until such time as the Club has issued two hundred eighty-five (285)[1] Golf Memberships every third Golf Membership issued will be a resigned Golf

Membership from the resigned members' waiting list and the other two memberships will be unissued Golf Memberships Upon the issuance of the 285th [1] Golf Membership in the Club, every Golf Membership issued will be a resigned Golf Membership from the resigned members' waiting list. Thereafter if golf memberships fall below (285) [1] members, every third golf membership issued will be a resigned golf membership from the resigned members waiting list and the other two memberships will be an unissued membership until 285 memberships are restored.

Prior to the initial issuance of all of the Equity Memberships in a particular category of membership, other than Golf Memberships, every third membership in that category will be a resigned membership from the waiting list, provided there is a resigned membership on the waiting list. The other two (2) memberships will be unissued Equity Memberships in that category.

2. After the Initial Issuance of All Memberships in a Category

After the initial issuance of all of the Equity Memberships in a particular category, every Equity Membership issued in that category will be a resigned Equity Membership from the waiting list.

There is no guarantee that a membership will ever be reissued, or reissued within a specified time period, because reissuance is dependent upon another person desiring an Equity Membership and the Club's approval of the prospective member. The Club may, in its sole discretion, but is not required to, repurchase a resigned membership prior to another individual acquiring the resigned membership as provided hereafter.

C. Transfer Upon Sale of Home

The holder of a Refundable Equity Membership who resigns from the Club upon the sale of his or her home (other than an Equity Member who has made the election mentioned in Section VI. E. 1(a) (ii), below) may arrange for the Club to reissue the member's Equity Membership to the subsequent purchaser of the home who is approved for membership in the Club, regardless of whether all of the Equity Memberships have been issued and regardless of whether there are any resigned memberships on the resigned members' waiting list. The Equity Membership is not required to be made available to persons on any waiting list to acquire Equity Memberships. The reissuance of the Equity Membership to a subsequent purchaser does not count as a membership sale for purposes of the resigned members' waiting list and no members on the resigned members' waiting list shall be entitled to a refund as a result of such reissuance. The subsequent purchaser desiring the resigned Equity Membership will be required to submit an application for membership and a Membership Purchase Agreement and must be approved for Equity Membership. The Club will expeditiously review the materials submitted and make a determination after receipt of all requested information by the Club, whether or not to approve the subsequent purchaser for Equity Membership. The Club has no obligation to approve a subsequent purchaser for Equity Membership.

[1] Subject to increase up to 300 in the discretion of the Board of Governors

[1] Subject to increase up to 300 in the discretion of the Board of Governors

If a resigning Equity Member does not so arrange for the subsequent purchaser to be issued his or her Equity Membership, the resigned Equity Membership will be placed on the waiting list for reissuance. The subsequent purchaser must acquire the Equity Membership within sixty (60) days of the real estate closing.

In the event the subsequent purchaser of an Equity Member's home elects a lower category of Equity Membership which requires the payment of a membership contribution less than that paid by the resigning Equity Member, then the resigning Equity Member may elect to either (i) place his or her resigned Equity Membership on the resigned members' waiting list, or (ii) receive the amount of the membership contribution paid by the subsequent purchaser of his or her home for the lower category of Equity Membership in full satisfaction of the refund owed to the resigned Equity Member.

D. Transfer Upon Death / Transfer to Family Members

1. Upon the death of an Equity Member (other than an Equity Member who has made the election mentioned in Section VI.E.1 (a) (ii) below), the Equity Membership automatically passes to the surviving spouse, if any, and the surviving spouse by written request to the Board of Governors within 90 days after the Equity Member's death, shall select from the following options:

(a) The surviving spouse may elect to continue to be an Equity Member in the same category of Equity Membership. In the event that the surviving spouse fails to make an election, the surviving spouse shall be deemed to have elected this option.

(b) The surviving spouse may elect to upgrade the Equity Membership to a higher category of Equity Membership by paying the appropriate additional membership contribution, if any, and dues for the higher Equity Membership category.

(c) The surviving spouse may elect to downgrade the Equity Membership to Equity Sports Membership or Equity Social Membership, if available. Upon such election, prepaid dues shall not be refunded, future dues shall be at the newly selected category of Equity Membership, and if the Equity Membership is in good standing, it shall be placed on the resigned members' waiting list in the preferred position set forth in this subsection D of Section VI, and the refund paid to the surviving spouse upon reissuance shall be reduced by the amount of the membership contribution being charged for the selected category of Equity Membership at the time of the downgrade. Dues will continue to accrue at the rate of dues for the original Equity Membership until the original Equity Membership is reissued, up to a maximum of twenty-four (24) months after the last day of the

month in which the date of death of the original Equity Member occurred. The accrued dues (less a credit for dues actually paid during such period) will further reduce the amount of the refund to the surviving spouse upon reissuance of the original Equity Membership.

(d) The surviving spouse may elect to resign the Equity Membership (and if the Equity Membership is in good standing, go to the preferred position set forth in this subsection D of Section VI) with no further obligation to pay dues; However, dues up to a maximum of twenty-four (24) additional months from the last day of the month in which the date of death of the original Equity Member occurred shall accrue until the resigned Equity Membership is reissued, and reduce the amount of the refund due the surviving spouse.

If the deceased Equity Member is not survived by a spouse, the legatee or heir of the Equity Member, if eligible for Equity Membership and approved by the Board of Governors, shall have the right to acquire the deceased Equity Member's Equity Membership without the payment of any additional membership contribution. Notwithstanding the above, if the deceased Equity Member was obligated under an agreement with the Club to contribute additional equity funds, those funds will be required to be paid. In this event, the legatee or heir shall be required to notify the Club in writing of his or her desire to acquire the deceased Equity Member's Equity Membership in the Club and submit an application. However, the legatee or heir must submit a Membership Purchase Agreement no later than ninety (90) days after the date of the Equity Member's death and pay all unpaid charges and assessments for the intervening period between the date of the Equity Member's death and the date of acceptance for Equity Membership, in addition to dues and all other applicable charges.

If the legatee or heir fails to apply for a membership within ninety (90) days after acquiring the right to possession of the membership, the membership shall be deemed resigned, dues shall continue to accrue and the resigned membership shall be reissued in the same fashion as any other resigned membership; provided that, if the deceased Equity Member was in good standing (i.e., current in the payment of all obligations to the Club and not subject to disciplinary action) at the time of death, the resigned membership will be given a preferred position on the resigned members' waiting list. If at the time of resignation due to death, there are no memberships on the resigned members' waiting list due to the death of an Equity Member, then the resigned membership will be placed in the sixth position on the resigned members' waiting list, or the last position on the resigned members' waiting list if fewer than six (6) members are on the resigned members' waiting list at that time. If at the time of resignation

due to the death of an Equity Member, there are memberships on the resigned members' waiting list similarly resigned due to the death of the Equity Member, then the resigned membership will be placed in the second position behind the membership most recently resigned due to the death of the Equity Member.

Upon reissuance of an Equity Membership resigned due to the death of an Equity Member, the Club shall pay the estate of the deceased Equity Member, upon payment of the membership contribution in full by the successor Equity Member, the amount due as provided herein upon a transfer of an Equity Membership less any unpaid charges, assessments and dues.

2. Upon the death of an Equity Member who has made the election mentioned in Section VI.E.1(a)(ii) below, the Equity Membership automatically passes to the surviving spouse, if any, and the surviving spouse by written request to the Board of Governors within 90 days after the Equity Member's death, shall select from the following options:

(a) The surviving spouse may elect to continue to be an Equity Member in the same category of Equity Membership. In the event that the surviving spouse fails to make an election, the surviving spouse shall be deemed to have elected this option.

(b) The surviving spouse may elect to upgrade the Equity Membership to a higher category of Equity Membership by paying the appropriate additional membership contribution, if any, and dues for the higher Equity Membership category.

(c) The surviving spouse may elect to downgrade the Equity Membership to Equity Sports Membership or Equity Social Membership, if available. Upon such election, prepaid dues shall not be refunded, future dues shall be at the newly selected category of Equity Membership.

(d) The surviving spouse may elect to resign the Equity Membership with no further obligation to pay dues and receive no refund of prepaid dues.

If no surviving spouse, the Equity Membership passes to the legatee or heir of the Equity Member, who, if eligible for Equity Membership and approved the Board of Governors, shall elect to acquire the deceased Member's Equity Membership or have the membership treated as resigned with no further obligation to pay dues, and receive no refund of prepaid dues. by written request to the Board of Governors within ninety (90) days after the Equity Member's death.

3. An Equity Member in good standing shall have the right to temporarily transfer the Equity Member's membership to the Equity Member's spouse for a period of time not less than 3 years. Such Equity Member may permanently transfer the Equity Member's membership to the Equity Member's spouse, child, spouse of a child, grandchild, spouse of a grandchild or Significant Other subject to approval of the Club. The Board of Governors will promulgate rules applicable to the method of requesting/effecting the foregoing transfers, required documentation, timing and similar matters. After the transfer (or, in the case of a temporary transfer to the Equity Member's spouse, during the period of such temporary transfer) the transferor will no longer be entitled to any refund from the Club after resignation or to any other rights or to use the Club except as provided in this Membership Plan and any refund of the Membership Contribution paid for the membership shall be paid to the transferee based upon the Membership Plan as it exists at the time of resignation or as amended thereafter from time to time.

No payment of any transfer fee or membership contribution shall be required in connection with the transfer. However, if the transferor desires to remain a member of the Club, the transferor shall pay a fee equal to the Equity Membership Contribution required for the desired category of membership (with no right to any refund after resignation) and have all other rights and responsibilities of membership in that category. Thereafter, the transferor, upon serving the Club with 60 days written notice, shall have the right to further downgrade (in which case the transferor will be responsible for dues for the downgraded category of membership) or resign without any further obligation to pay dues.

E. Refund Upon Transfer of Membership

1. The holder of an Equity Membership which has been resigned (other than an Equity Member who has made the election mentioned in Section VI.E.1(a)(ii)) below or resigned pursuant to Section VI.M. below, is entitled to a refund after the Equity Membership has been reissued by the Club. Upon reissuance of the membership, the amount to be refunded shall be as provided herein, as follows:

(a) Equity Golf, Equity Sports and Equity Social Members will elect at the time of acquiring their Equity Membership to either:

(i) As a Refundable Equity Member receive an amount equal to the Average Membership Contribution paid to the Club for the three memberships of the same category sold by the Club immediately prior to the Equity Member qualifying for the refund, including the amount paid to the Club by the

successor Equity Member who replaces the resigned Equity Member; provided however that in the event that the resignation occurs upon the sale of the Equity Member's home as provided in Article VI. C above, the amount to be refunded shall be equal to the amount paid to the Club by the purchaser of the home for the purchaser's membership in the Club, subject to the ability of the selling/resigning Equity Member to elect to place his or her resigned membership on the Resigned Member's waiting list as provided in Article VI.C above, in which case the normal rules applicable to the determination of the amount of the refund will apply; or

(ii) as a Non-Refundable Equity Member be responsible for dues for one full Membership Year after the year in which the notice of intent to resign is given and not receive any refund of the resigned Equity Member's membership contribution as provided in item (a)(i) above. Dues for the final Membership Year of the Equity Member's Equity Membership will be billed and paid in the normal fashion. Equity Members making the election mentioned in this item (a) (ii) will be entitled to continue to use the Club Facilities after resignation notice during after the final membership year, as long as dues and other amounts payable with respect to the Membership continue to be paid and the Equity Member complies with all the applicable rules and regulations of the Club. After the end of the final membership year, the Equity Membership will terminate unless the Equity Member notifies the Club no later than September 30th of the Final Membership year of his or her election to continue in the Equity Members current classification by deferring resignation to a later year or to downgrade to a lesser category of membership for the following year. If a downgrade is elected, the Golf Member henceforth may upgrade only once to a Golf Membership with no Equity contribution required. Otherwise the option to downgrade or upgrade will be available each successive year until termination. When the Equity Membership terminates, the Equity Membership will be treated as a previously unissued Equity Membership for purposes of Article VI.B. above.

F. Deduction of Amounts Owed to the Club

The Club will deduct from the amount to be paid to the resigning Equity Member any amount which the resigning Equity Member owes to the Club.

G. Continuing Dues Obligation

An Equity Member (other than an Equity Member who has made the election mentioned in item VI.E.1(a)(ii) or a surviving spouse making the election as provided in item VI.D.(1) or (2) above) who has resigned will continue to be obligated to pay all dues, fees, charges and assessments associated with the Equity Membership being resigned until the resigned Equity Membership is reissued by the Club and may continue using the Club Facilities so long as the dues and other sums owed to the Club are timely paid.

H. Dues Refund

If a membership is reissued during a Membership Year, the resigned Equity Member shall be entitled to a refund of a pro rata portion of any dues paid in advance for the remainder of the Membership Year, or the resigned member may in lieu of receiving a refund of the pro rata portion of dues paid, elect to use the Club Facilities for the remainder of the year, so long as current charges owed to the Club are paid in a timely manner. The use of the Club Facilities shall be the same as those uses covered by the resigned membership.

I. Readmission of Former Members

An Equity Member who has resigned from the Club or transferred a refundable equity membership through a home sale and received a refund of all or a portion of such member's membership contribution may apply for Equity Membership pursuant to Article VI.E.1(a)(ii) if such member agrees to pay the greater of (i) the membership contribution being charged at the time of application for the desired category of Equity Membership; or (ii) the membership contribution previously refunded to such member. However, an Equity Golf or Equity Sports Member in good standing who has resigned from the Club and received a refund of such member's membership contribution, may apply for Equity Social Membership pursuant to Article VI.E.1(a)(ii) and, if admitted, shall pay the then current Equity Social Membership contribution.

J. Membership may be Repurchased by Club

The Club may, but is not obligated to repurchase a membership under any circumstances. If the Club, in its sole discretion, elects to repurchase a membership, then it may do so in its sole discretion on terms and conditions mutually agreeable to the member and the Club and the resigned membership shall retain its position on the resigned members' waiting list if so listed or shall be added to the end of the resigned members' waiting list if not already on such list. The Club shall be entitled to all the proceeds for reissuance of such membership. Additionally, the Club may enter into agreements to reduce the amount of the membership contribution refund with individual Equity Members on terms that are acceptable to individual Equity Members. Such repurchase or reduction in the membership contribution refund shall not count as a membership sale for purposes of the resigned members' waiting list and no members on the resigned members' waiting list shall be entitled to a refund as a result of such repurchase or reduction.

K. Legal Separation or Divorce

In the event of the divorce or separation of a married member, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, the member may continue to enjoy membership privileges and, unless otherwise notified in writing by the member, the spouse may continue to enjoy membership privileges (except voting rights) so long as dues, fees, charges and assessments are timely paid and if not timely paid, all use rights and charge privileges shall be denied to both spouses. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce or separation, if the Club has been unable to determine which spouse is legally entitled to the membership within six (6) months after the date of the divorce decree, the membership shall automatically be deemed resigned, the membership shall be placed last on the resigned members' waiting list and, upon reissuance of the resigned membership, the refund, less any outstanding dues, fees, assessments or other charges, will be paid to the individual who executed the Membership Purchase Agreement as the member.

L. Amendment of Section VI

Notwithstanding anything to the contrary contained herein or in the Bylaws, the provisions of this Section VI may not be amended without the approval of: (i) a majority of all of the members of the Board of Governors, and (ii) a majority of the votes cast by the Equity Members entitled to vote, in person or by proxy, at any duly called and constituted annual or special meeting of the Equity Members at which a quorum of Equity Members is present either in person or by proxy.

VII. OTHER MEMBERSHIPS AND USE PRIVILEGES

In addition to the Golf, Sports and Social Memberships, additional memberships and use privileges specified below are permitted in the Club.

A. Non-Proprietary Memberships

1. The Club has the right, in the discretion of the Board of Governors, to issue non-proprietary, non-transferable, recallable associate and/or annual golf, sports and/or social memberships. Such memberships will entitle the member to use the Club Facilities designated by the Board of Governors and may be offered to persons who do not own property in the Community, as well as those who own property in the Community. The total number of non-proprietary memberships with full golfing privileges and Equity Golf Memberships outstanding at the beginning of any membership year will never exceed the maximum number of Golf Memberships which may be issued in the Club. However, the issuance of a Non-Proprietary Membership will not count as the issuance of an Equity Membership under Section VI hereof unless the Board of Governors determines otherwise.

2. The Club has the right, in the discretion of the Board of Governors, to issue non or partially refundable Equity Memberships or memberships providing for various options regarding refundability.

B. Club's Right to Hold Special Events

The Club shall have the right to hold tournaments, outings and other special events at the Club Facilities from time to time on such terms as it shall determine.

C. Reciprocal Privileges

The Club may enter into agreements for reciprocal use privileges and other arrangements with other clubs and resorts, as the Club determines appropriate from time to time in its sole discretion. The Club reserves the right to eliminate reciprocal play in its sole and absolute discretion.

VIII. MEMBERSHIP PROCEDURES

A. Application Process

Persons interested in acquiring a membership in the Club must submit a fully completed Membership Purchase Agreement and a check in U.S. funds for the required membership contribution via mail or personal delivery to the Membership Office.

B. Review of Application

After the Club has received the required materials, a determination will be made whether the candidate has satisfied the relevant conditions of membership. The determination of whether a candidate is approved for membership is made in accordance with the Bylaws. If the Membership Purchase Agreement is not acted upon favorably, the candidate's payment will be returned without any interest thereon within ten (10) days. The Club is under no obligation to give any reason for denying a candidate, unless otherwise required under law. All membership invitations are extended without regard to race, color, religion, gender, ethnicity or national origin.

C. Members' Rights to Use the Club Facilities Governed by Membership Documents

Members of the Club agree to be bound by the terms and conditions of these Membership Documents, as amended from time to time and irrevocably agree to substitute fully the membership privileges acquired pursuant to these Membership Documents for any present or prior rights or privileges in or to use the Club Facilities.

IX. DUES, FEES, CHARGES AND ASSESSMENTS

A. Membership Year

The Club's "Membership Year" will constitute the twelve (12) month period commencing on January 1 and ending on December 31.

B. Dues, Fees and Charges

Dues will be payable annually in advance, unless otherwise determined by the Board of Governors. At a meeting of the Board of Governors of the Club no less than thirty (30) days prior to the end of each Membership Year, the Board of Governors will set the dues and annual fees to be charged in advance to members and guests for the ensuing Membership Year. New Equity Members may be required to pay dues pro rata on the basis of the number of months remaining in the Membership Year, including the month of acceptance. Daily use fees and other charges may be set by the Board of Governors from time to time.

C. Operating and Capital Assessments

Members shall be subject to operating and capital assessments as determined by the Board of Governors, as provided in the By-Laws.

X. OPERATION OF CLUB

A. Governance of Club

The Board of Governors shall govern the operation of the Club and its facilities. The government and administration of the affairs and property of the Club will be in accordance with the terms and conditions of this Membership Plan, the Club's Articles of Incorporation, Bylaws and Rules and Regulations.

B. Election of Board of Governors

All governors must be Equity Members of the Club. The election of governors shall be conducted as provided in the Bylaws.

C. Club Operations

The Club will manage and operate the Club Facilities. The Club reserves the right to engage a professional management company to operate the Club Facilities.

XI. MODIFICATION OF MEMBERSHIP PLAN

A. General

Subject to the limitations on amendment contained in Section VI.L. hereof, this Section XI and the Purchase and Sale Agreement, this Membership Plan may be altered, amended, or repealed by a majority vote of all of the members of the Board of Governors.

XII. AMENDMENT OF ARTICLE XI

Notwithstanding anything to the contrary contained herein, Section XI may not be amended without the approval of: (i) a majority of all of the members of the Board of Governors,

(ii) a majority of the votes cast by the Equity Members entitled to vote, in person or by proxy, at any duly called and constituted annual or special meeting of the Equity Members at which a quorum of Equity Members is present either in person or by proxy.