



thecliffsSM

THE CLIFFS CLUBS

EXECUTIVE SUMMARY OF MEMBERSHIP PLAN

I. IDENTITY OF CLUBS AND CLUB OPERATOR

The Cliffs Clubs Master Membership Plan ("Membership Plan") will be established by Cliffs Club Partners, LLC and its affiliates (the "Club Operator"), a joint venture between The Carlile Group, SunTx Urbana, the primary lot and landowner of The Cliffs property, and Arendale Holdings, a real estate and development company experienced in operations of residential development communities and private golf clubs.

The Membership Plan would cover membership in each of the following Cliffs Clubs:

- ◆ The Cliffs at Walnut Cove Golf & Country Club;
- ◆ The Cliffs at Glassy Golf & Country Club;
- ◆ The Cliffs Valley Golf & Country Club;
- ◆ The Cliffs at Keowee Vineyards Golf & Country Club;
- ◆ The Cliffs at Keowee Falls Golf & Country Club;
- ◆ The Cliffs at Keowee Springs Golf & Country Club; and
- ◆ The Cliffs at Mountain Park Golf & Country Club.

Generally, the Home Club for a Member will be the Cliffs Club that is within or adjacent to The Cliffs Community in which such Member owns property.

This Executive Summary of Membership Plan contains a summary of certain provisions currently anticipated to be included within the Membership Plan and related documents. Detailed information will be set out in the Membership Plan and related documents.



The deadline for submission is Thursday, August 9. If you would like assistance completing the application, please call 864.371.1003. If you have any questions, please send them to questions@cliffsinfo.com.

You have played an important part in the development of The Cliffs and we look forward to welcoming you into the new Cliffs Clubs!

Sincerely,

Cliffs Club Partners

Steve and Penny Carlile

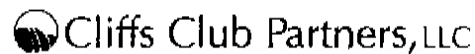
George Clark

Hugh Connerty

John Kunkel

Ned Fleming

Brett Johnston



July 3, 2012

Dear Cliffs Members:

Thank you for your support and patience during the reorganization process. This has been a challenging time for all involved parties, but we are very excited to announce that we're now moving into the next phase of the process and will begin accepting membership applications for the new Cliffs Clubs immediately.

You will find enclosed an executive summary of the Membership Plan that should help you better understand the new categories of membership that are now offered. As you consider your options, please keep in mind that you can maintain your current membership category or upgrade to expand your privileges as you transfer to the new Club. The new categories were developed and adjusted based on current Member input.

As we begin to improve amenities and enhance the vibrant Cliffs lifestyle, we fully expect real estate activity to flourish. In an effort to encourage non-Member Property Owners to purchase memberships, we are offering an amnesty program for a very limited time which allows a one-time opportunity to purchase a membership. Future buyers will not have the option to purchase a membership if there is not one already connected to the property.

Your membership in the new Cliffs will not only bolster your property value but will also allow you to continue to enjoy the close relationships you've built with fellow Members over dinners at the clubhouse, tennis matches or rounds of golf. The Club staff, who are like an extended family to many of you, and the new management team look forward to providing an upgraded level of service as we all move together toward a bright future.

An application is enclosed. We would greatly appreciate your returning the application as soon as possible in one of the following ways:

- Mail to The Cliffs Valley Clubhouse, 250 Knightsridge Road, Travelers Rest, SC 29690
- Email signed and scanned document to clubs@cliffscommunities.com
- Drop off at any Cliffs Clubhouse



thecliffs.

THE CLIFFS CLUBS

MASTER MEMBERSHIP PLAN

EFFECTIVE DATE: AUGUST ____, 2012

THE CLIFFS CLUBS

MASTER MEMBERSHIP PLAN

PROLOGUE

PURPOSE OF THIS MEMBERSHIP PLAN

This Master Membership Plan for the Cliffs Clubs detailed herein (the "Membership Plan"), the applicable rules and regulations of the Cliffs Clubs from time to time adopted by the Club Operator (the "Rules and Regulations"), and the applicable Application and Membership Agreement (the "Application and Membership Agreement"), and together with the Membership Plan and the Rules and Regulations being collectively referred to herein as the "Membership Documents"), together offer persons ("Property Owners") who own property ("Property") in the Cliffs at Glassy, Cliffs Valley, Cliffs Valley North, Cliffs at Keowee Falls North, Cliffs at Keowee Vineyards, Cliffs at Keowee Falls South, Cliffs at Walnut Cove, Cliffs at Keowee Springs, Cliffs at Mountain Park and Cliffs at High Carolina (sometimes hereinafter referred to, individually, as a "Cliffs Community" and, collectively, as the "Cliffs Communities") and others, as determined by the Club Operator, an opportunity to obtain membership privileges at one or more of the golf and country club facilities operated under the banner, "Cliffs Clubs."

Cliffs Club at Glassy, Cliffs Club at Valley, Cliffs Club at Walnut Cove, Cliffs Club at Mountain Park, Cliffs Club at Keowee Vineyards, Cliffs Club at Keowee Falls, and Cliffs Club at Keowee Springs are sometimes hereinafter referred to, individually, as a "Cliffs Club" and, collectively, as the "Cliffs Clubs". The Cliffs Clubs will initially be operated by Cliffs Club Partners, LLC, a Delaware limited liability company ("Cliffs Club Partners"), or one or more of its affiliates (together, the "Club Operator") for the use and benefit of the Members of the Cliffs Clubs and any others accorded use and access privileges at the Cliffs Clubs. When used herein, the term "Home Club" with respect to a Member who owns only one (1) Property in the Cliffs Communities refers to the Cliffs Club that is located in or adjacent to and serving the Cliffs Community where such Member's Property is located; provided, however, that unless and until a new club is created within The Cliffs at High Carolina community and is included as a Cliffs Club under this Membership Plan, a Member who owns a Property within The Cliffs at High Carolina may, at the time of submitting his or her Application and Membership Agreement, select which of the Cliffs Clubs will serve as the Home Club with respect to the Membership associated with such Property. If and when a new club is created within The Cliffs at High Carolina community and is included as a Cliffs Club under this Membership Plan, such Member owning a Property within such Community will have the opportunity to select such new club as the Member's Home Club. A Member who owns multiple Properties within the Cliffs Communities and has multiple Memberships associated with such Properties, will be permitted to designate one of their Memberships, which must be the highest category of Membership held by such Member, as their primary membership (the "Primary Membership"), and the Home Club for such Member will be the Cliffs Club associated with the Primary Membership. With respect to any Member who is not a Property Owner, the Club Operator shall have the discretion to determine which of the Cliffs Clubs will be the Home Club for such Member.

Each Membership permits the Member, in exchange for a non-refundable Initiation Fee, periodic dues and product charges and service fees, to use such of the recreational, dining and social facilities of the Home Club as a re accorded use privileges pursuant to the Member's Membership category and the product and service offerings at the facility. In addition, a Home Club Member may also enjoy reciprocal usage privileges of the amenities and facilities of the other Cliffs Clubs, as a re specifically granted for the Member's Membership category by and outlined in this Membership Plan. Membership at the Cliffs Clubs also provides the Member with a membership at The Cliffs Members Club, a non-profit corporation organized under the laws of the State of South Carolina, which provides additional food and beverage privileges. The Club Operator may, in it s discretion, limit certain categories and/or sub-categories of Memberships to those persons who qualify as Non-Resident Members. To qualify as a "Non-Resident Member," (1) neither the Member nor any member of such Member's immediate family may own a residence, or lease or reside at a residence (other than on a transient basis), located within a Cliffs Community or within a 125 mile radius from the nearest Cliffs Club, and (2) such Member must have executed and delivered to the Club O perator a Non- Resident Member Addendum to the Member's Application and Membership Agreement, in a form provided by the Club Operator. The Club Operator shall have the discretion to determine whether the lease or use of a residence is on a transient basis for all purposes under the Membership Documents.

OWNERSHIP AND USE OF THE CLUB FACILITIES

Each Home Club's facilities are operated through the club management services division or an affiliate of the Club Operator. These facilities may include a range of amenities specific to each Home Club, which may include, without limitation, a golf course and related practice facilities, as well as tennis, swimming, fitness, wellness, dining and other recreational facilities and amenities which may be available for use by Members according to the access and use rights conferred by a Member's Membership category under this Membership Plan. When used herein, the term "Club Facilities" shall mean and include all of the facilities that are available for use by the Members at the Cliffs Clubs. The Club Facilities will initially be owned by affiliates of Cliffs Club Partners.

The membership privileges of access and use of the Club Facilities are granted by a non-exclusive, revocable license. By acquiring a Membership at any of the Cliffs Clubs, the Member does not acquire any ownership interest in the applicable Home Club, in any of the Cliffs Clubs, in any of the Club Facilities or in the Club Operator. By the same token, a Member will not be subject to special capital assessments, operating assessments or any deficit-funding requirement, which remain the sole responsibility of the Cliffs Clubs.

The Club O perator reserves the right to add, change, alter, remove and ot herwise modify the Club Facilit ies that may be provided at the Cliffs Clubs from time to time and, therefore, the number, size, scope and nature of the Club Facilities are subject to change at the sole discretion of the Club Operator. Membership 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 t heir current state or condition. The Club O perator shall have the right to delegate, transfer or otherwise assign any or all of its rights and responsibilit ies for the management and operation of the Club Facilit ies to such persons and on such terms and conditions as t he Club O perator may determine appropriate from time to time. The Club Operator may also retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities.

MEMBERSHIP PRIVILEGES

Membership in a Home Club is an opportunity to belong to a recreational, dining, golf, tennis and social club with use of facilities across all of the Cliffs Clubs, based upon the applicable Membership category. Certain Membership categories are only guaranteed to be made available to persons purchasing Property from a Developer within the Cliffs Communities for a limited period of time, commencing with the individual's closing on the Property, and is only guaranteed to be made available to a resale purchaser of Property if the resale seller in Good Standing holds a Membership category that confers such guaranteed availability, as more particularly provided in this Membership Plan. Each individual Member and Member Designee of an entity-owned or multiple-owner Membership (each, a "Primary Member") is permitted certain privileges to use the Club Facilities in accordance with the Membership Documents and the Membership category acquired, as the same may exist from time to time. For purposes of this Membership Plan, the term "Developer" shall mean and include only those developers of Property located within the Cliffs Communities that are approved by the Club Operator in its sole discretion, and a Member is in "Good Standing" if the Member's accounts with the Cliffs Clubs are current and the Member has not been suspended.

MEMBERSHIP OFFICE IS AVAILABLE TO ANSWER INQUIRIES

Should there be any questions concerning this Membership Plan or the membership opportunities at the Cliffs Clubs, please contact the Membership Office. The Membership Office for the Cliffs Clubs is located at the address listed on the Application and Membership Agreement form.

FOLLOW THESE PROCEDURES TO MAKE APPLICATION FOR MEMBERSHIP PRIVILEGES

Eligible applicants are extended an opportunity to acquire a Membership in a Home Club. Eligible applicants for certain Membership categories must comply with the following requirements:

- Complete and sign the required Application and Membership Agreement form;
- Mail or deliver to the Membership Office the completed and signed required forms and a check in the amount of the applicable Initiation Fee.

Eligibility for Membership is described in this Membership Plan and the applicable Application and Membership Agreement, including any applicable addenda thereto.

RELY ONLY ON INFORMATION IN THE MEMBERSHIP PLAN

No one is authorized to give any information or make any representation to an applicant not contained in the Membership Documents, and if anyone has given any information or made any representation or promise that doesn't appear in the Membership Documents, the applicant may not rely upon it as having been authorized by the Club Operator or the Cliffs Clubs.

Membership is being offered exclusively for the purpose of permitting persons obtaining membership privileges to use the Club Facilities of the Home Club, as outlined in this

Membership Plan. Membership privileges should not be viewed or obtained as an investment, and no one obtaining membership privileges at the Cliffs Clubs should expect to derive any economic benefits or profits from such Membership.

The Club Operator makes no representations and expresses no opinions regarding the federal or state income tax consequences of obtaining a Membership at the Club and payment of the non-refundable Initiation Fee. All Members obtain their membership privileges subject to all applicable tax laws, as they may exist from time to time. The Club shall charge to each Member and each Member shall pay any and all taxes or assessments imposed by the United States Government, the applicable state or any political subdivision thereof, or any other governmental agency, on any Initiation Fee, dues or other fees and charges paid or payable by the Member.

TABLE OF CONTENTS

Section	Page
INTRODUCTION.....	1
1. Membership Opportunity.....	1
2. Home Club's Reserved Right to Convert to Equity Club.....	1
3. Club Facilities.....	1
MEMBERSHIP CATEGORIES.....	1
4. Memberships.....	1
4.1 Golf Membership.....	2
4.2 Sports Membership.....	3
4.3 Wellness Membership.....	4
4.4 Social Membership.....	5
4.5 Cliffs Residence Club Membership.....	5
4.6 Corporate Membership.....	5
4.7 Honorary Membership.....	6
4.8 Recallable and Temporary Membership.....	6
4.9 Additional Membership Benefits and Programs.....	6
4.10 Marina Membership Privileges.....	6
MEMBERSHIP LIMITATIONS.....	6
5. Right To Reserve Memberships.....	6
6. Number of Memberships.....	6
7. Resale Property.....	7
8. Right to Change Membership Category Privileges.....	7
RECIPROCITY -- USE PRIVILEGES.....	7
9. Use Reciprocity.....	7
9.1 Golf Reciprocity.....	7
9.2 Non-Golf Related Reciprocity.....	7
MEMBERSHIP FAMILY PRIVILEGES.....	7
10. Definition of Immediate Family and Selection of Designated Adult.....	7
MEMBERSHIP FEES, DUES AND CHARGE PRIVILEGES.....	8
11. Initiation Fee.....	8
12. Dues, Fees and Charges.....	9
12.1 <i>The Cliffs at Mountain Park</i>	9
12.2 <i>The Cliffs at Keowee Springs</i>	10
13. Food and Beverage Minimum.....	10
MEMBERSHIP CARDS, CHARGE PRIVILEGES AND ACCOUNTS.....	10
14. Membership Cards.....	10
15. Charge Privileges and Service Charges.....	10
16. Accounts.....	10

MEMBERS' FINANCIAL RESPONSIBILITIES/INDEBTEDNESS	10
17. Members' Financial Responsibilities; Delinquent Accounts	10
TRANSFER, CHANGE OF MEMBER DESIGNEE, RESIGNATION OR REVOCATION OF MEMBERSHIP	11
18. Transfers Prohibited: Membership Resignation Only	11
19. Change of Membership Designee	13
19.1 Corporate Membership	13
19.2 Multiple-Owner Property	13
20. Revocation of Membership; No Refund Due	13
UPGRADES/DOWNGRADES/LEAVE OF ABSENCE	13
21. Upgrades	13
22. Downgrades	14
23. Leave of Absence	14
DEATH/DIVORCE OF MEMBER	14
24. Death of a Member	14
25. Divorce of a Member	14
26. Rights of a Deceased or Divorced Successor	15
MEMBERSHIP YEAR	15
27. Membership Year	15
GUESTS	15
28. Guest Privileges	15
28.1 Member Day Guests	16
28.2 Corporate Guests	17
28.3 Family Guests	17
28.4 House Guests	17
28.5 Lessees	17
28.6 Residence Club Guests	17
29. Other Guest Usage And Privileges	18
DISCIPLINE OF MEMBERS	18
30. Reasons for Discipline	18
PERSONAL INJURY AND LOSS OR DESTRUCTION OF PROPERTY	20
31. Member Responsibilities and Indemnities	20
TRANSFER OF CLUB OR CLUB FACILITIES	21
32. Sale of Club to a Third Party	21
33. Sale of Club to Members	21
34. Dissolution of the Club	21

MODIFICATION AND INTERPRETATION..... 21

HOME CLUB BOARD 22

 35. Home Club Board..... 22

 36. Home Club Board Meetings With Club Management 22

REPRESENTATION ON CLIFFS CLUB PARTNERS BOARD..... 22

THE CLIFFS CLUBS

MEMBERSHIP PLAN

INTRODUCTION

1. Membership Opportunity. Each Home Club offers an applicant an opportunity to become a Member of a recreational, dining and social club. The privilege to use the Club Facilities of the Home Club is available to Members, immediate family members of Members, guests of Members, and other persons to the extent permitted by this Membership Plan. The Prologue preceding the Table of Contents hereof shall be included as a part of this Membership Plan and all such provisions preceding the Table of Contents are hereby incorporated into this Membership Plan by this reference.

2. Home Club's Reserved Right to Convert to Equity Club. The Club Operator reserves the right, but not the obligation, to convert any or all of the Home Clubs to an equity membership form of ownership. The Club Operator makes no commitments or promises to the current membership except for the future invitation to all Members in Good Standing, at the time of conversion, the equal opportunity to acquire an equity membership on such terms and conditions and payment of such additional fees as may be specified at that time.

3. Club Facilities. The facilities of the Cliffs Clubs are referred to collectively as the "Club Facilities," which may include a range of amenities specific to each Home Club such as golf, tennis, swimming, fitness and wellness, spa, dining and other recreational amenities located within the Cliffs Communities, which are made available for use by the Members under this Membership Plan.

MEMBERSHIP CATEGORIES

4. Memberships -- Memberships issued at the Cliffs Clubs are referred to herein, individually, as a "Membership" and, collectively, as the "Memberships," and the holder of a Membership is referred to herein as a "Member." A description of the types of Membership categories currently being offered and their privileges are set forth in this Section 4 below. Purchasers of Property within the Cliffs Communities will apply to the Club Operator for membership in the Cliffs Club associated with the Cliffs Community where their Property is located.

The privileges of a Membership are subject to this Membership Plan and the Rules and Regulations, as they may be amended from time to time, and the applicable Application and Membership Agreement. Members agree to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations, as such may be amended from time to time. Members agree to fully substitute any prior rights to use the Club Facilities with the membership privileges obtained pursuant to this Membership Plan. The Club Operator may obtain a loan from time to time and use the Club Facilities as security and collateral for repayment of any such loan and, therefore, all rights and privileges of Members pursuant to the Membership Documents are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time.

The Rules and Regulations, including the services provided to Members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club Operator without notice, in its sole discretion. In order to provide for the orderly administration of the Club Facilities, the Club Operator reserves the right, from time to time, to establish and promulgate new rules and/or modify existing rules governing the Club Facilities and the advance sign-up privileges with respect to the golf and other facilities provided at the Club. Upon approval by the Club of a prospective Member's Application and Membership Agreement, the payment of the applicable membership Initiation Fee, dues and other applicable fees and charges, and compliance with the Rules and Regulations established by the Club Operator, Members obtain the following use privileges:

4.1 Golf Membership – A Golf Membership allows a Member and the Member's immediate family, as defined in Section 10 of this Membership Plan, to have access to all Club Facilities, subject to the terms and conditions set forth in the Membership Documents. A Member holding a Golf Membership is sometimes referred to herein as a "Golf Member."

The following sub-categories of Golf Membership, having the golf privileges described below, are currently being offered by the Cliffs Clubs:

<u>Sub-Category:</u>	<u>Description of Golf Privileges:</u>
Full Golf	No stated annual cap on the number of rounds of golf at either the applicable Home Club or the other Cliffs Clubs. No greens fees will be charged at the applicable Home Club or any other Cliffs Clubs for Members and their immediate family. No charge for cart fees up to 20 rounds for Primary Member or equivalent discount if Annual Cart Program is purchased. Priority Tournament access pursuant to rules established by Club Operator from time to time. Priority tee times on weekends and holidays.
Home Golf	No stated annual cap on the number of rounds of golf at either the applicable Home Club or the other Cliffs Clubs. No greens fees will be charged at the applicable Home Club for Members and their immediate family. Greens fees will be charged for Members and their immediate family at the other Cliffs Clubs pursuant to the schedule of fees and charges as established by the Club Operator from time to time. Priority Tournament access pursuant to rules established by Club Operator from time to time. Priority tee times on weekends and holidays.

Non-Resident Golf

No stated annual cap on the number of rounds of golf at either the applicable Home Club or the other Cliffs Clubs. Greens fees will be charged for Members and their immediate family at the applicable Home Club and at the other Cliffs Clubs pursuant to the schedule of fees and charges as established by the Club Operator from time to time. Limited Tournament access pursuant to rules established by Club Operator from time to time. Priority tee times on weekends and holidays.

This sub-category of Membership is available only for Non-Resident Members.

All Golf Members will have 30 days advanced booking privileges at their applicable Home Club courses and 7 days advanced booking privileges at the other Cliffs Clubs' courses.

A Golf Membership may be available to Property Owners in all of the Cliffs Communities who apply for and are accepted for membership at their Home Club. To be guaranteed acceptance and issuance of a Golf Membership, a Property Owner must apply to the Club Operator for membership and pay the applicable non-refundable Initiation Fee either (i) in the case of a purchase of Property from a Developer, within thirty (30) days following the closing of such Property, or (ii) in the case of a purchase of Property in a resale transaction from a Golf Member in Good Standing, at the closing of such resale transaction. **Purchasing a Property from a Golf Member that has a Golf Membership associated with such Property in Good Standing, and arranging for the reissuance of such Golf Membership through the Club Operator to a resale purchaser, is the only means provided for a Property purchaser in a resale transaction to be guaranteed the ability to obtain a Golf Membership.**

4.2 Sports Membership – A Sports Membership allows a Member and the Member's immediate family as defined in Section 10 of this Membership Plan, to have access to all Club Facilities, subject to the terms and conditions set forth in the Membership Documents. A Member holding a Sports Membership is sometimes referred to herein as a "Sports Member."

The following sub-categories of Sports Membership, having the golf privileges described below, are currently being offered at the Cliffs Clubs:

<u>Sub-Category:</u>	<u>Description of Golf Privileges:</u>
Full Sports	Golf privileges are limited to ten (10) rounds per calendar year at their Home Club's golf course and five (5) rounds per calendar year at each of the other Cliffs Clubs' golf courses through the payment of appropriate greens fees and other use fees as established by the Club Operator from time to time. Rounds per calendar year applies to those played by the Primary Member and immediate family, but one tee time will count as one round even though there is more than one person playing that round. Rounds played by paying guests are not deducted from the allotted number of rounds. Restricted Tournament access pursuant to rules established by Club Operator from time to time.

Non-Resident Sports

Golf privileges are limited to six (6) rounds per calendar year at their Home Club's golf course and two (2) rounds per calendar year at each of the other Cliffs Clubs' golf courses through the payment of appropriate greens fees and other use fees as established by the Club Operator from time to time. Rounds per calendar year applies to those played by the Primary Member and immediate family, but one tee time will count as one round even though there is more than one person playing that round. Rounds played by paying guests are not deducted from the allotted number of rounds. Restricted Tournament access pursuant to rules established by Club Operator from time to time.

This sub-category of Membership is available only for Non-Resident Members.

All Sports Members will have 3 days advanced booking privileges at their applicable Home Club courses and at the other Cliffs Clubs' courses, subject to the restrictions applicable to Sports Members. Sports Members will not be permitted to participate in golf tournaments, unless otherwise approved by the Club Operator. Sports Members will not have access to golf courses before noon on weekends and holidays and the Club Operator may, from time to time, establish additional restrictions on golf privileges of Sports Members.

A Sports Membership may be available to Property Owners in all of the Cliffs Communities who apply for and are accepted for membership at their Home Club. To be guaranteed acceptance and issuance of a Sports Membership, a Property Owner must apply to the Club Operator for membership and pay the applicable non-refundable Initiation Fee either (i) in the case of a purchase of Property from a Developer, within thirty (30) days following the closing of such Property, or (ii) in the case of a purchase of Property in a resale transaction from a Sports Member in Good Standing, at the closing of such resale transaction. **Purchasing a Property from a Member that has a Sports Membership or higher category of Membership associated with such Property in Good Standing, and arranging for the issuance of a Sports Membership through the Club Operator to a resale purchaser, is the only means provided for a Property purchaser in a resale transaction to be guaranteed the ability to obtain a Sports Membership.**

4.3 Wellness Membership - A Wellness Membership allows a Member and the Member's immediate family, as defined in Section 10 of this Membership Plan, to have access to the Club Facilities other than golf courses or golf practice facilities, subject to the terms of the Membership Documents.

A Wellness Membership may be available to Property Owners in all of the Cliffs Communities who apply for and are accepted for membership at their Home Club. To be guaranteed acceptance and issuance of a Wellness Membership, a Property Owner must apply to the Club Operator for membership and pay the applicable non-refundable Initiation Fee either (i) in the case of a purchase of Property from a Developer, within thirty (30) days following the closing of such Property, or (ii) in the case of a purchase of Property in a resale transaction from a Wellness Member in Good Standing, at the closing of such resale transaction. **Purchasing a Property from a Member that has a Wellness Membership or higher category of Membership associated with such Property in Good Standing, and arranging for the**

issuance of a Wellness Membership through the Club Operator to a resale purchaser, is the only means provided for a Property purchaser in a resale transaction to be guaranteed the ability to obtain a Wellness Membership.

4.4 Social Membership - A Social Membership allows a Member and the Member's immediate family, as defined in Section 10 of this Membership Plan, to have access only to the dining facilities at the Cliffs Clubs, subject to the terms of the Membership Documents. Social Members are also eligible to participate in social events (other than Golf, Sports or Wellness related events), such as bridge club and speaker forums, as determined by the Club Operator.

A Social Membership may be available to Property Owners in all of the Cliffs Communities who apply for and are accepted for membership at their Home Club. To be guaranteed acceptance and issuance of a Social Membership, a Property Owner must apply to the Club Operator for membership and pay the applicable non-refundable Initiation Fee either (i) in the case of a purchase of Property from a Developer, within thirty (30) days following the closing of such Property, or (ii) in the case of a purchase of Property in a resale transaction from a Social Member in Good Standing, at the closing of such resale transaction. **Purchasing a Property from a Member that has a Social Membership or higher category of Membership associated with such Property in Good Standing, and arranging for the issuance of a Social Membership through the Club Operator to a resale purchaser, is the only means provided for a Property purchaser in a resale transaction to be guaranteed the ability to obtain a Social Membership.**

4.5 Cliffs Residence Club Membership - A Cliffs Residence Club Membership allows a Member and the Member's immediate family, as defined in Section 10 of this Membership Plan, to have access to all Club Facilities while in residence. A Cliffs Residence Club Member must have a confirmed reservation at the Residence Club and be physically present in order to have access to all Club Facilities and privileges. A Cliffs Residence Club Membership may be available to Cliffs Residence Club owners who apply for and are accepted for membership at their Home Club. To be guaranteed acceptance and issuance of a Cliffs Residence Club Membership, a Cliffs Residence Club property owner must apply to the Club Operator for membership and pay the applicable non-refundable Initiation Fee either (i) in the case of a purchaser of a Cliffs Residence Club property from a Developer, within thirty (30) days following the closing of such property, or (ii) in the case of a purchaser of a Cliffs Residence Club property in a resale transaction from an active Cliffs Residence Club Member in Good Standing, at the closing of such resale transaction. Resignation by a Cliffs Residence Club Member and re-issuance of the resigned Cliffs Residence Club Membership to a resale purchaser is the only means provided for a Cliffs Residence Club property purchaser in a resale transaction to be guaranteed the ability to obtain a Cliffs Residence Club Membership.

4.6 Corporate Membership - A Corporate Membership may be available to any corporation, partnership, or other legal entity, at the discretion of the Cliffs Clubs. The "Corporate Member Designee" program allows a Member Designee and additional Designees as determined by the Club Operator to have access to designated club facilities and golf courses. The entity holding the Corporate Membership may change the Member Designees from time to time as provided for in this Membership Plan. The number of Corporate Memberships is limited at all times as determined by the Club Operator in its sole discretion. The Club Operator reserves the right to provide additional course access to Corporate Memberships under modified membership programs and special use requests.

4.7 Honorary Membership – In addition to the Memberships described in this Membership Plan, the Cliffs Clubs may issue a limited number of Honorary Memberships to persons designated by the Club Operator from time to time. These Honorary Memberships are in addition to all other memberships to be issued at the Club. Honorary Memberships shall be available on terms and conditions and allowed such privileges as shall be established by the Club Operator. The users of these Honorary Memberships may be recalled and otherwise changed at any time by the Club Operator, in the Club Operator's sole discretion.

4.8 Recallable and Temporary Membership - The Cliffs Clubs has the plenary right to offer Memberships at any Home Club to persons who do not own Property within the Cliffs Communities, having such access and privileges as determined by the Club Operator in its sole discretion. The Club Operator currently anticipates that Memberships issued to such persons who do not own Property within the Cliffs Communities will be issued either on a temporary basis or will be recallable by the Club Operator, as determined by the Club Operator in its sole discretion. The Club Operator may, in its sole discretion, issue any of the categories and sub-categories of Memberships offered by the Club as recallable Memberships.

4.9 Additional Membership Benefits and Programs – The Club Operator may, in its sole discretion, implement such programs from time to time to address tenured Members, multiple generations and extended family privileges or other programs, and said programs will be subject to change from time to time in the sole discretion of the Club Operator.

4.10 Marina Membership Privileges – Marina Membership entitles the Member and his/her family to unlimited use of the marina facilities located within The Cliffs at Keowee Vineyards Community, The Cliffs at Keowee Falls South Community, The Cliffs at Keowee Falls North Community, and The Cliffs at Keowee Springs Community. Marina Membership privileges include use of the boat access ramps, club-owned wet slips and any other general marina services. Use of wet slips, boat storage facilities and marina services provided by a dockmaster are available at additional fees. Marina Membership is included with Golf Memberships and Sports Memberships at the following Home Clubs: The Cliffs at Keowee Vineyards Golf & Country Club; The Cliffs at Keowee Falls Golf & Country Club; and The Cliffs at Keowee Springs Golf & Country Club. Members at other Home Clubs may be offered from time to time marina privileges set forth above as “add on” privileges, subject to availability and through the payment of the applicable membership fees and additional dues and charges.

MEMBERSHIP LIMITATIONS

5. Right To Reserve Memberships - The Club Operator may, in the exercise of its absolute discretion, reserve Memberships for sale to future purchasers of the Developers' inventory of Property located within the Cliffs Communities. Memberships that are reserved will not be considered to be available Memberships, and the Cliffs Clubs may not be compelled to issue them. In the event Memberships are not available, a priority waiting list will be established for each Membership category at a Home Club, provided that any purchaser of Property from a Developer will be given higher priority on such list.

6. Number of Memberships - The maximum number of Memberships available in each category of Membership is not limited at this time to a specific number per Home Club, but the Club Operator is committed to a maximum number of Memberships that will accommodate Member utilization and protect the Members' usage of his/her Home Club. In the event that any maximum on the number of Memberships is instituted by the Club Operator and there is not a

sufficient number of Memberships to be issued to purchasers of Property in the Cliffs Communities, then, notwithstanding anything in the Membership Documents to the contrary, purchasers of Property from a Developer will be given a higher priority on any waiting lists established for the purchase of a Membership.

7. Resale Property - A purchaser of a Property in a Cliffs Community pursuant to a resale transaction (i.e., seller is not a Developer) will have the opportunity to become a Member of the applicable Home Club only if the seller has a Membership associated with that Property which is in Good Standing at the time of closing of the purchase of such Property by the new purchaser. The purchaser of such Property in a resale transaction would be provided with the opportunity to acquire the same or lower category or sub-category of Membership associated with such Property as was held by the selling Member immediately prior to the sale. However, the purchaser of such Property may also elect to obtain a higher category of Membership, subject to availability.

8. Right to Change Membership Category Privileges - The Club Operator has the plenary power to create a class of Membership other than those specified, and may subdivide any or every Membership category into reasonable sub-categories. When a limit in a certain Membership category is determined, the Club Operator will advise the Members of the limit so established. The Club Operator reserves the right to modify playing privileges and reservation policies for each category of Membership at a Home Club, in order to provide the utmost enjoyment and services for all Members at the Home Club. In addition, the Club Operator reserves the right to change, decrease or increase Membership roster limitations previously estimated or established for a Home Club.

RECIPROCITY -- USE PRIVILEGES

9. Use Reciprocity - Certain Membership categories at an applicable Home Club have reciprocal access of Club Facilities located at the other Cliffs Clubs. Reciprocity and the scope of privileges subject to reciprocity are subject to change from time to time as determined by the Club Operator in its sole discretion.

9.1 Golf Reciprocity - Golf Members, Corporate Members (to the extent applicable), Sports Members, and Cliffs Residence Club Members (while in residence) enjoy reciprocal golf privileges at all Cliffs Club golf courses, subject to the terms of the Membership Documents. Reciprocal golf privileges are provided for the Member and the Member's immediate family, as defined in Section 10 of this Membership Plan.

9.2 Non-Golf Related Reciprocity - Golf Members, Corporate Members, Sports Members, Wellness Members and Cliffs Residence Club Members (while in residence) enjoy access to the clubhouses, tennis, swimming, fitness and wellness, spa and other non-golf recreational amenities at the other Cliffs Clubs' facilities, subject to the terms of the Membership Documents. Social Members will have limited access to only those areas of the Club Facilities (including those at the applicable Home Club and those at the other Cliffs Clubs) that comprise the dining facilities and such other areas designated by the Club Operator from time to time.

MEMBERSHIP FAMILY PRIVILEGES

10. Definition of Immediate Family and Selection of Designated Adult - A Membership (other than a Corporate Membership) permits the Primary Member and his/her

immediate family to all of the privileges of the Membership category obtained, subject to the right of the Club Operator to deny such privileges to any person upon the request of the Primary Member or for violation of the Membership Documents. The term "immediate family" shall include the Primary Member and one Designated Adult and the children of the Primary Member and/or the Designated Adult who are each 23 years of age or younger and either (1) maintain the same principal residence as the Primary Member, or (2) are serving in the armed forces or attending school on a full-time basis. The Club Operator may, from time to time, require proof of residency of any Designated Adult or children 23 years of age and younger and/or other information reasonably necessary to verify that such individual is either living at the same principal residence as the Primary Member, attending school on a full-time basis or in the military.

The "Designated Adult" with respect to a Primary Member may be either (a) the Primary Member's spouse, or (b) any person unrelated to the Primary Member who is 18 years of age or older and who is living in the Primary Member's household (at the same principal residence) as a part of the family unit on a full-time basis. The Primary Member shall identify in writing to the Membership Office the person who the Primary Member wishes to designate as the Designated Adult for such Primary Member's Membership, and the Club Operator may require the Primary Member and/or such person being designated by the Primary Member to execute a written instrument in a form provided by the Club Operator as a condition to recognizing such designated person as the Designated Adult of the Primary Member. There shall be only one Designated Adult at a time per Membership; provided, however, a Primary Member may change the Designated Adult by written notice to the Membership Office, upon payment of such reasonable administrative fees as may be established by the Cliffs Clubs from time to time and subject to the right of the Club Operator to impose reasonable limitations on the frequency of such changes. If a Designated Adult other than a spouse ceases to maintain the same principal residence as the Primary Member, such person shall cease to qualify as a Designated Adult and the Club Operator may deny access and use privileges to such person; provided, the Primary Member shall remain responsible for all actions and charges of such person unless and until the Membership Office receives written notice from the Primary Member to cancel such person's status as the Designated Adult, and then only as to charges arising following receipt of such written notice, all previously incurred charges remaining the obligation of the Primary Member. From time to time as determined in the discretion of the Club Operator, the Cliffs Clubs may offer some extended family privilege programs, which are always subject to availability, and said programs will be subject to change in the sole discretion of the Club Operator based on the total number of outstanding Memberships and Member usage factors.

MEMBERSHIP FEES, DUES AND CHARGE PRIVILEGES

11. Initiation Fee - Each Member acquiring a Membership at any of the Cliffs Clubs will be required to pay a non-refundable initiation fee ("Initiation Fee") in an amount determined by the Club Operator from time to time. The Initiation Fee paid for a Membership is non-refundable. The amount of the Initiation Fee and the manner of payment of the Initiation Fee shall be established by the Club Operator from time to time, and is further described in the Member's Application and Membership Agreement. The Initiation Fee to be paid for a Membership will be the applicable Initiation Fee in effect for that category of Membership on the date the applicant submits the Application and Membership Agreement to the Club. However, the Club Operator reserves the right, in the Club Operator's sole discretion, to discount or waive all or part of the required Initiation Fee, whether to implement a promotional campaign, an amnesty program for non-Member Property Owners or otherwise. Except as otherwise

expressly provided in a Member's applicable Application and Membership Agreement, the required Initiation Fee for a Membership shall be due in full at the time the Application and Membership Agreement is submitted to the Club.

12. Dues, Fees and Charges - All categories of Membership require the payment of periodic dues, fees and other charges, as established by the Club Operator from time to time, in order to obtain and maintain membership privileges at the Cliffs Clubs and shall not be considered an operating assessment or capital assessment. Periodic dues are charged for the basic privileges accorded a Member by the Membership category acquired. Payment of dues does not cover purchases and charges for products and services offered at a Club Facility ordered by a Member, for example, merchandise, food and beverage, greens and cart fees, guest, locker, bag storage and tournament fees, and miscellaneous service and rental fees. The frequency of periodic dues and the amount of dues per Membership category and sub-category is determined by the Club Operator, who has the sole authority and discretion to modify and change dues amounts and payment schedules upon determination by the Club Operator. All dues billed are due and payable upon receipt. The payment of dues will not be abated for any reason, including, without limitation, any extended absences of the Member from the area, or any temporary disability preventing the Member's use of the Club Facilities. The Club may, but shall not be obligated, to offer dues levels that require the payment of greens fees and other usage fees for certain Membership categories. Certain dues levels may have some restricted privilege as they relate to access to Club Facilities, advance tee times, and reciprocal golf at the golf courses, contingent upon their particular Membership category and sub-category privileges. Dues levels and amounts are subject to change from time to time at the sole discretion of the Club Operator. A Member who owns multiple Properties within the Cliffs Communities and has multiple Memberships associated with such Properties, will be permitted to designate one of their Memberships as their Primary Membership. The Primary Membership must be the highest category of Membership held by such Member for which full dues will be charged, and all other Memberships held by such Member will be assessed dues at the rate charged for the lowest category of Membership.

As of the effective date of this Membership Plan, there are Cliffs Clubs that do not have a full complement of golf, clubhouse and wellness amenities completed and open for Member use. Accordingly, if the Member's Home Club is either The Cliffs at Mountain Park Golf & Country Club or The Cliffs at Keowee Springs Golf & Country Club, the Member will initially pay dues in accordance with the terms and conditions set forth below with respect to such Home Club:

12.1 *The Cliffs at Mountain Park* - If a Member is a Golf Member or a Sports Member, then such Member will be required to pay only 50% of the dues otherwise applicable for the Member's level of Membership until the golf course at the Home Club opens, and will be required to pay 100% of the dues applicable for the Member's level of Membership following the opening of the golf course at the Home Club. If a Member is a Wellness Member, then such Member will be required to pay only 50% of the dues otherwise applicable for the Member's level of Membership until the wellness facility at the Home Club opens, and will be required to pay 100% of the dues applicable for the Member's level of Membership following the opening of the wellness facility at the Home Club. If a Member is a Social Member, such Member will pay 100% of the dues applicable for the Member's level of Membership. All Members will also be required to pay all other applicable fees and charges. The provisions of this Section 12.1 shall be applicable only if the Member's Home Club is The Cliffs at Mountain Park Golf & Country Club.

12.2 *The Cliffs at Keowee Springs* – If the Member is a Wellness Member, then such Member will be required to pay only 50% of the dues otherwise applicable for the Member's level of Membership until the wellness facility at the Home Club opens, and will be required to pay 100% of the dues applicable for the Member's level of Membership following the opening of the wellness facility at the Home Club. All other Members will pay 100% of the dues applicable for their respective level of Membership Member. All Members will also be required to pay all other applicable fees and charges. The provisions of this Section 12.2 shall be applicable only if the Member's Home Club is The Cliffs at Keowee Springs Golf & Country Club.

13. Food and Beverage Minimum - All categories of Membership require participation in the Food and Beverage Minimum program as established by the Club Operator and may be modified from time to time in the Club Operator's sole discretion.

MEMBERSHIP CARDS, CHARGE PRIVILEGES AND ACCOUNTS

14. Membership Cards - Each Member shall be assigned a membership account number, evidenced by the issuance of a membership card imprinted with the Member's name and account number. Additionally, a Cliffs Community may issue automobile identification decals, which must be displayed at all times. Membership cards or other evidence of use and access privileges issued by the Club should be presented, and/or displayed when using any Club Facilities or making club charges, and upon request of Cliffs Clubs' management. A lost or stolen card must be reported in writing to Cliffs Clubs' management immediately following discovery of its lost or stolen status. A Member is responsible for all charges on his/her account until the Cliffs Clubs receives written notification that the card is lost or stolen and then only as to charges arising following receipt of such written notice, all previously incurred charges remaining the sole obligation of the Member. The Member will be issued a new account number and membership card in this event. Members may be charged an administrative fee for the re-issuance of a card.

15. Charge Privileges and Service Charges - Members are entitled to charge privileges for merchandise, food and beverage, greens and cart fees, guest and tournament fees, and miscellaneous service and rental fees, so long as the Membership is in Good Standing. A service charge, in the amount determined from time to time by the Club Operator, will be added for any food and beverage sales.

16. Accounts - A Member is fully responsible for the Member's Club account, as further described in Section 17 of this Membership Plan.

MEMBERS' FINANCIAL RESPONSIBILITIES/INDEBTEDNESS

17. Members' Financial Responsibilities; Delinquent Accounts – Each Member shall be responsible for the performance and prompt discharge of all obligations and indebtedness to the Cliffs Clubs imposed upon, or incurred by the Member, members of his/her family, and his/her guests. The Club Operator, in the exercise of absolute discretion, may expel, suspend, fine, or otherwise limit the use of any Club Facilities for any Member, who fails or neglects to promptly discharge or fulfill his indebtedness to the Club Operator. The Club Operator reserves the right to require Members to provide a credit card, check or cash deposit as security for payment of a Club account. A Member's Club account, which is billed monthly, will include monthly dues owed, and club charges. A Member is required to maintain two valid credit cards

on file with the Cliffs Clubs and any balance not paid on or before the 15th day of the billing month will be charged to such credit cards. Any balance on the Member's Club account not received by the last day of the billing month will be subject to a late fee equal to 1.5% per month (but not to exceed the maximum rate permitted by law) of the outstanding balance owed. If payment is not received within the last day of the billing month, a Member's account will be deemed delinquent, and the Club may temporarily suspend all charge and use privileges. If the Club Operator elects to charge a Member's credit card on file for any amounts due by the Member, the Club Operator will assess and collect a convenience fee equal to a percentage of the amount being charged as set by the Club Operator from time to time, which percentage is currently set at 3% for Visa and MasterCard and 4% for American Express. If payment of a delinquent account is not received within thirty (30) days of the date of delinquent notification and billing, the Club Operator reserves the right to continue temporary suspension until the delinquent Club account is settled, and paid in full. If payment of a delinquent account is not received within sixty (60) days of the date of delinquent notification and billing, the Club Operator reserves the right to continue temporary suspension until the delinquent Member pays to the Club Operator a reinstatement fee equal to the sum of (a) all outstanding dues, fees and other charges accrued to date, (b) all attorney costs and expenses incurred in pursuing collection of such delinquent account, and (c) an administrative fee as established by the Club Operator from time to time. Continued delinquency for a period of one-hundred eighty (180) days from the date of billing may result in formal expulsion, revocation or termination of the Membership. This process is at the sole discretion and authority of the Cliffs Clubs' management. The Club Operator reserves the right to take whatever action it deems necessary to collect in full the amount owed on delinquent Members' Club accounts. If the Club Operator engages an attorney to collect a past-due Club account, the delinquent Member will be liable for all attorney costs and expenses incurred in pursuing collection, including, but not limited to, costs and expenses of non-judicial processes, as well as court fees and costs through all appeal levels. If payment of the delinquent account, including the payment of the reinstatement fee referenced above, is received in full prior to the official revocation or termination of the Membership, the Member may be reinstated as a Member in Good Standing.

**TRANSFER, CHANGE OF MEMBER DESIGNEE,
RESIGNATION OR REVOCATION OF MEMBERSHIP**

18. Transfers Prohibited: Membership Resignation Only - A Member may not transfer his/her Membership to any person, including a purchaser of the Member's Property located within a Cliffs Community in a resale transaction. Such prohibited transfer includes a prohibition upon any sale, pledge, hypothecation, assignment, transfer or encumbrance of a Membership except in accordance with this Membership Plan. A Member may resign the Membership and the Club Operator may reissue the Membership as a Membership in accordance with the following provisions:

- A. Upon the sale of Property in a resale transaction by a Member in Good Standing, such selling Member may resign the Member's Membership and arrange through the Club Operator to have the Member's Membership reissued to the resale purchaser at the closing of said Property. The resale purchaser must first, however, apply and be approved by the Club Operator for membership.
- B. Upon the sale of Property in a resale transaction by a Member (or former Member) who does not have a Membership associated with that Property

in Good Standing, the purchaser of such Member's (or former Member's) Property may acquire a Membership at the Cliffs Clubs only if: (i) the seller of such Property pays to the Club Operator a reactivation fee equal to the sum of the amount of unpaid dues, fees and other charges that are owed to the Club Operator by such selling Member (or former Member), plus the amount of dues that would have accrued on such selling Member's (or former Member's) Membership at the applicable level of dues in order to have kept such Membership in Good Standing and (ii) the Purchaser pays the applicable Initiation Fee then being charged for the category and sub-category of Membership being acquired. As used in this Section 18.B, "former Member" means a person who previously acquired a Membership at the Cliffs Clubs pursuant to the terms of this Membership Plan, as such may be amended from time to time, and whose Membership associated with the subject Property has been subsequently resigned or terminated.

- C. A Member whose Membership is not to be reissued to a resale purchaser of such Member's Property may tender their resignation to the applicable Cliffs Club. In the event such Membership is not resigned by such selling Member, the Membership of such selling Member shall become recallable at any time as determined in the sole discretion of the Club Operator.
- D. A formal written letter of resignation and/or a membership addendum, which outlines the resignation and reissuance (if applicable), must be processed before the resignation is finalized. A Member may resign only upon delivery of such written notice of resignation to the Membership Office at least six (6) months in advance of the intended date of resignation, unless the Member is selling such Member's Property (with which the Membership is associated), in which event the Member shall provide notice at least sixty (60) days in advance of the intended date of resignation. Unless otherwise approved by the Club Operator, the resignation of such Member will only become effective if such Member is in Good Standing at the time of providing notice of resignation and remains in Good Standing at all times until the intended effective date of resignation.
- E. Resigning Members must return their membership card(s), and return any locker key(s) before the resignation will become effective.
- F. To the extent that any Property Owner is required, by the terms of a declaration or any other covenant encumbering their Property, to acquire and maintain a Membership at one of the Cliffs Clubs, then such Property Owner will not be permitted to resign or deactivate their Membership associated with such Property.
- G. A Member who sells his/her Property within a Cliffs Community, does not arrange with the Club Operator for the reissuance of such Member's Membership to the purchaser of his/her Property, and purchases another Property in the same Cliffs Community within thirty (30) days following the closing of such sale may retain the Membership and have such

Membership associated with the newly acquired Property, as long as the Membership is active and in Good Standing.

19. Change of Membership Designee - Corporate Memberships and Memberships owned by more than one Property Owner may have appointed designees. The designees may be changed as described below.

19.1 Corporate Membership - Corporate Memberships may change the Corporate Member Designee(s) to another individual in the company only once per calendar year. The change from one designee to another must be made by the company and acknowledged and approved by the Club Operator in writing. The company may be required to pay an administrative fee for such Member Designee change, as determined by the Club Operator at the time the change is requested. All Club account balances of the previous Corporate Member Designee's account must be paid in full prior to the change to another designee becoming effective. All membership cards and locker keys in the possession of the former Corporate Member Designee must be returned prior to the finalization of the membership designee change. Corporate Memberships may not change the Corporate Member Designee to another individual outside the company for which the Corporate Membership is issued.

19.2 Multiple-Owner Property - Multiple owners of a Property, whether as tenants in common or otherwise as determined by the Club Operator, who collectively own a Membership, must select one (1) of such owners as the Member Designee. Such multiple Property Owners may change the one (1) Member Designee to another co-owner of the Property only once per calendar year. An administrative fee determined by the Club Operator may be charged at the time of a Member Designee change. All club account balances of the current Property Owner Member Designee must be paid in full before the Club Operator processes the request for change of Member Designee. All membership cards and locker keys in the possession of the former Member Designee must be returned prior to the finalization of the change in Member Designee. The Member Designee being changed must surrender his/her membership card. A new account number will be assigned to the new Member Designee and a new membership card issued. A multiple Property Owner Membership may not change the Member Designee to an individual without an ownership interest in the multiple owner Property.

20. Revocation of Membership: No Refund Due - Notwithstanding anything in the Membership Documents to the contrary, a Membership that is revoked or terminated due to default in payment or other disciplinary action shall not be entitled to any refund for any dues, club credits, fees or other charges paid by the revoked, expelled or terminated Member.

UPGRADES/DOWNGRADES/LEAVE OF ABSENCE

21. Upgrades - Members may upgrade to a higher category or sub-category of Membership in accordance with this Section 21, provided that the desired category/sub-category of Membership is then available and not reserved. In order to upgrade to a different category of Membership, the Member shall pay to the Club Operator the difference between the Initiation Fee then being charged for desired category of Membership and the Initiation Fee then being charged for the category of Membership currently held by the upgrading Member. When upgrading to a higher category of Membership, an upgrading Member may select any sub-category of Membership within that category of Membership for which the Member is qualified. If a Member holding a Non-Resident Golf Membership or Non-Resident Sports Membership ceases to qualify as a Non-Resident Member, such Member shall automatically upgrade to the

next highest level of Membership within their category, as provided in the applicable Non-Resident Member Addendum. The Club Operator reserves the right to modify the terms and conditions for allowing Members to upgrade, as the Club Operator determines in its sole discretion.

22. Downgrades - Except as otherwise expressly provided in a Member's applicable Application and Membership Agreement or as otherwise provided below in this Section 22, a Member may only downgrade a Membership as provided in Section 24 hereof in the event of the death of a Primary Member. The Club Operator may permit a Member to downgrade such Member's Membership category in a hardship situation deemed appropriate by the Club Operator, in its sole discretion. The Club Operator has the sole authority to deal with hardship situations in any manner it deems appropriate and no action that may be taken by the Club Operator in such hardship situations shall create precedent for similar or future circumstances.

23. Leave of Absence - A Member in Good Standing may make a request for a leave of absence for good reason, which request may be approved by the Club Operator in its discretion. If a leave of absence is granted by the Club Operator, the Member's Membership will be deactivated for a period not to exceed two (2) years, during which the Member shall not have access to the Club Facilities or any membership privileges. The Club Operator may, within its sole discretion, reduce or eliminate dues during such period of deactivation. The Club Operator shall have no obligation to grant any leave of absence hereunder, any such leave of absence being determined in the sole and absolute discretion of the Club Operator.

DEATH/DIVORCE OF MEMBER

24. Death of a Member - Upon the death of a Member, the Designated Adult of the deceased Member, or a child of the deceased Member who is eighteen (18) years or older, is eligible to have the deceased Member's Membership reissued in the name of such survivor, provided that such survivor is or becomes the owner of the Property that is associated with the deceased Member's Membership. Re-issuance of the deceased Member's Membership is subject to compliance with the Will of the deceased, and must be communicated in writing to the Membership Office by the legal representative of the estate. The Club Operator may require proof of the survivor's entitlement to re-issuance. Upon the reissuance of such deceased Member's Membership, the dues applicable to such deceased Member's Membership shall be suspended for up to six (6) months during which time the qualified survivor may utilize the membership privileges associated with such Membership. A transferee of the Membership pursuant to this provision may elect, at any time during the twelve (12) month period following the deceased Member's death, to downgrade the transferred Membership to any category or sub-category of Membership then being offered at the Cliffs Clubs without regard to the limitations set forth in Section 22 hereof or in any other Membership Document. In the event the deceased Member's legal representative of the estate communicates that the Membership is not to be reissued to a survivor, as above provided, the representative shall also provide written notification of resignation. In the event the legal representative of a deceased Member fails to provide written notice of a survivor entitled to membership re-issuance or that the Membership is resigned, the Club Operator may, on its own and following written notice to the estate of the deceased Member declare the Membership resigned and recalled.

25. Divorce of a Member - In the event that a Member who is a Property Owner is divorced, the Membership will automatically pass to the spouse retaining ownership of the Property; provided, however, that if the other spouse is awarded occupancy of the residence

located upon the Property, the use rights shall (during the term of the occupancy) belong to the occupying spouse. However the Membership will at all times belong to the spouse owning the Property, and both spouses will be responsible for all dues and other fees and charges related to the Membership unless otherwise provided by court order or agreement. If there is any legal proceeding (including but not limited to, legal separation, divorce, or bankruptcy) which involves a dispute or claim about the ownership of a Membership, the Club Operator shall be entitled to rely on the Application and Membership Agreement and the person (or persons) listed on the Application and Membership Agreement to confirm the identity of the Primary Member, and, to the extent permitted by law, the Club Operator shall have the right to suspend the membership privileges associated with such Membership until the matter has been resolved. The Club Operator will not be obligated to rely on the Application and Membership Agreement if the Club Operator believes there are other factors that are more relevant to determining the identity of the Primary Member. Once there is an award of membership (by either fully executed settlement agreement or final judicial order) the Club Operator will comply with the award. Nevertheless, both spouses shall be jointly and severally liable for all dues, fees and other charges incurred up until the day the award is entered.

26. Rights of a Deceased or Divorced Successor - In all respects, the membership rights of a deceased or divorced Member will only be reissued to a person otherwise eligible for the deceased or divorced Member's Membership category. In the event that a request is made that a Membership of a deceased or divorced Member be reissued to an individual who does not qualify for that particular category of Membership, the request will be denied, and said Membership considered resigned (for instance if the Designated Adult does not succeed to ownership of the Property with respect to which the Membership was issued). Other options which the Club may, but shall not be required to, offer under these circumstances include an upgrade or downgrade of Membership category, based on availability, eligibility requirements and payment of any appropriate fees. The Club Operator also reserves the right, but shall have no obligation to, reclassify a Membership, but not the privileges or obligation appurtenant thereto, to take into account underlying Property ownership change instituted for estate planning purposes, and upon written request for and consideration and presentation of such documentation and legal opinions as may be requested by the Club Operator as a condition of any such reclassification.

MEMBERSHIP YEAR

27. Membership Year - The membership year of each Home Club shall begin January 1st and end the following December 31st. All Membership categories shall comply with this membership year schedule.

GUESTS

28. Guest Privileges - Members may have limited guest privileges in accordance with this Membership Plan and the Rules and Regulations and upon payment of applicable guest fees established by the Club Operator from time to time. The Club Operator, in its sole discretion, may limit, deny or revoke guest privileges of any Member and limit the number of times any particular individual guest may use the Club Facilities or any particular facility provided through the Cliffs Clubs during a specific period of time and limit the number of guests a Member may sponsor at any particular time. The Cliffs Clubs may charge higher guest fees for unaccompanied guests (if permitted by the Club Operator) and require that guests be accompanied by a sponsoring Member when using certain facilities provided at the Cliffs Clubs,

when using the facilities during certain times of the day, when using the facilities during certain days of the week or when using the facilities during certain times of the year. Sponsoring Members are responsible for the payment of all fees and charges unpaid by their guests and for the conduct of their guests. The following provisions outline the escorted or unescorted privileges afforded Day Guests, Corporate and Executive Guests, Family Guests, Houseguests, and Residence Club Guests, which may be modified by the Club Operator from time to time in the Club Operator's sole discretion.

28.1 Member Day Guests - A day guest of the Member is required to be accompanied by the Member, unless otherwise permitted by the Cliffs Clubs. A day guest may use the Club Facility under and in accordance with the following provisions:

- A. A day guest may not use the golf facilities, tennis, swimming and other recreational facilities of the Cliffs Clubs more than six (6) times during a membership year.
- B. A day guest's use is further restricted as to the number of times of use, as it relates to the same individual being a day guest of more than one Member during the same calendar year.
- C. A Member will be responsible for guest fees for the Member's day guest, as determined by the Cliffs Clubs. Payment may be processed through charges to the Member's account, or through credit card. Day guest fees may apply to use of all Club Facilities including the golf courses, tennis courts, swimming pools and other social and recreational activities, as determined by the Cliffs Clubs. A Member must personally call the applicable Cliffs Club and make dining reservations or reserve tee times for any unescorted guests and authorize charge privileges or indicate to the Cliffs Club staff that the guest will be solely responsible for the guest's charges while visiting the Club unescorted by the Member.
- D. Day guests will be entitled to use the Club Facilities only in accordance with the privileges of membership as provided for by the sponsoring Member's category of Membership.
- E. The sponsoring Member shall be responsible for all charges incurred by the day guest.
- F. A sponsoring Member shall be responsible for the conduct and appearance of his day guest, and shall, at the request of the Cliffs Clubs, require the day guest to leave the Cliffs Club premises if the day guest is determined by the Club Operator or Cliffs Club management to be in violation of the rules and regulations.
- G. Day guests must register with the Home Club personally upon arrival and may be required to carry a temporary membership card issued by the Cliffs Clubs.
- H. Day guest usage and fee policies apply to all membership categories as set forth in the Rules and Regulations, which may be modified from time to time at the sole discretion of the Club Operator.

28.2 Corporate Guests - Corporate Member Designees are extended the privilege of hosting day guests at the Club according to the following guidelines:

- A. A Corporate Membership does not allow for unlimited use of the Club Facilities by all individuals who are employed by the company or business.
- B. Corporate Member Designees must pre-register their day guests with the Home Club.
- C. Corporate Member Designees must personally call and reserve tee times for any unescorted guests and authorize charge privileges or indicate to the Club staff that the guest will be solely responsible for the guest's charges while visiting the Cliffs Clubs unescorted by the Member.
- D. The "local" day guest rules above apply equally to the number of times per year that a Corporate Designee's day guest may be sponsored.
- E. The maximum number of unescorted day guests of a Corporate and Executive Designee is limited at all times. Cliffs Club management reserves the right to make exceptions. At all times, unescorted guest tee times are subject to availability. The Home Club's on-site manager shall have the right to deny privileges to any unescorted guest.

28.3 Family Guests - From time to time, the Cliffs Clubs may offer preferential guest fee rates for family members of the Member. These guest fee rates apply to family members playing with the Member and include adult children and their spouses and children, parents, and grandparents.

28.4 House Guests - Family members of a Member, and friends staying within the home of a Member located within a Cliffs Community, are not subject to the Member Day Guest rules outlined in Section 28.1.A above; provided, however, that the Club Operator shall have the discretion to determine in its reasonable judgment whether such house guest privileges are being abused.

28.5 Lessees - A lessee of a Property Owner's home shall not be permitted use rights or privileges under the Property Owner's Membership, and shall be required to obtain a separate temporary membership from the Club Operator, subject to availability and approval by the Club Operator. If the Property Owner leases his/her Property through the rental program of the Club Operator's designated affiliate, then the lessee may also obtain certain membership privileges through such rental program.

28.6 Residence Club Guests - An "Escorted Guest" shall be defined as any guest who resides with a Residence Club Member during their stay in residence. An "Unescorted Guest" shall be defined as any guest who resides in a Residence Club property without the Residence Club Member being present. Guests of a Residence Club Member may use the Club Facilities under and in accordance with the following provisions:

- A. Residence Club Members shall be responsible for the conduct and appearance of their guests, and shall, at the request of the Cliffs Clubs,

require the guest to leave the Club premises if the guest is determined by the Club to be in violation of the rules and regulations.

- B. Residence Club Members must pre-register Unescorted Guests in writing at least fourteen (14) days prior to their arrival date.
- C. Unescorted Guests shall be permitted to use the Residence Club Member's Home Club Facilities only and will be responsible for any charges and fees incurred. Any unpaid charges or fees of an Unescorted Guest will be charged to the sponsoring Residence Club Member's account.
- D. Escorted Guests are permitted to use non Cliffs Home Club Facilities only while in the presence of the sponsoring Residence Club Member.
- E. Residence Club Members will be responsible for any Escorted Guest fees for the Member's guest, as determined by the Cliffs Clubs. Payment may be processed through charges to the Member's account, or through a credit card. Escorted Guest fees may apply to use all club facilities including the golf courses, tennis courts, swimming pools and other social and recreational activities, as determined by the Cliffs Clubs.
- F. Exchange Guests of Residence Club Members shall be permitted to use the Member's Home Club Facilities only and will be solely responsible for any charges and fees incurred during their use of the Home Club.

29. Other Guest Usage And Privileges - The Cliffs Clubs may grant use and access privileges to persons other than Members at any or all facilities of the Cliffs Clubs. Such other designated users may include, but shall not be limited to, persons who are employed by the Cliffs Clubs, a Developer and their exclusive sales broker, prospective purchasers of Property, resort guests and other non-members subject to compliance with strict guidelines, schedules and fee structures as determined by the Club Operator. The Club Operator may permit persons to use the Club Facilities for special outings and events, according to guidelines, schedules and fee structures established by the Club Operator.

DISCIPLINE OF MEMBERS

30. Reasons for Discipline - A Member, or any of his/her family or guests may be subject to disciplinary action by the Cliffs Clubs for any of the following reasons, or any other action deemed by the Club Operator to be "Conduct unbecoming a Member of the Cliffs Clubs:"

- A. Submission of false information on the Application and Membership Agreement or application for guest privileges.
- B. Permitting a membership card or club account to be used by anyone other than the designated Member, or as otherwise allowed in accordance with this Membership Plan.
- C. Non-payment of any fees, dues, charges and other indebtedness due and owing the Cliffs Clubs within the time required.

- D. Exhibiting conduct that is prejudicial to the good order, harmony, reputation, health, safety, morals or general welfare of the Club Operator, Cliffs Clubs, or its Members and their families, as determined solely by the Club Operator.
- E. Exhibiting conduct that is disruptive, abusive, incompatible with, or offensive or disagreeable to the Members of the Club, their families and guests, as determined solely by the Club Operator.
- F. Displaying conduct which, in the sole and absolute discretion and opinion of the Club Operator, is abusive to management or staff or an affiliate's employees.
- G. Exhibiting behavior which is considered lewd or vulgar, including the excessive use of profane language, or which constitutes or evidences habitual or repeated drunkenness, or use of drugs or controlled substances, as determined solely by the Club Operator.
- H. Solicitations of any kind, including but not limited to, mail, telephone or email, made by use of the published membership directory or the Cliffs Clubs' websites.
- I. The violation of any rules and regulations of the Cliffs Clubs, including, without limitation, this Membership Plan, the Rules and Regulations and other rules and regulations promulgated by a Cliffs Clubs, at any time governing Member conduct and use of Club Facilities or other Cliffs Clubs property.
- J. The Club Operator, taking into account the nature and gravity of the conduct involved may, in its sole and absolute discretion, reprimand, place on probation, suspend, expel or refuse to renew the Membership of any Member who is in violation of the offense.
- K. The Cliffs Clubs may restrict, suspend, or terminate any Member's right to use any or all of the Cliffs Clubs' facilities at the discretion of the Cliffs Clubs.
- L. A Member who is suspended or terminated due to disciplinary action, is not entitled to any refunds of Initiation Fees, dues, or credits of any kind and is liable for full payment of outstanding club account balances.
- M. A Member, who is temporarily suspended from use of Club Facilities, is liable for payment of monthly dues and other charges in a proper and timely matter. The temporarily suspended Member cannot be reinstated as a Member in Good Standing, until all outstanding account balances are paid in full and as otherwise provided in this Membership Plan.
- N. In the event a Membership is permanently terminated by the Club Operator, constituting an involuntary resignation, the Member waives all rights to any guaranteed Membership re-issuance in accordance with this Membership Plan.

- O. A permanently suspended former Member shall not, under any circumstances, be entitled to consideration for membership application in the future, and may be prohibited from being admitted to use Club Facilities under any circumstances, including as a day guest.

PERSONAL INJURY AND LOSS OR DESTRUCTION OF PROPERTY

31. Member Responsibilities and Indemnities - Each Member, as a condition of membership, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his/her personal property and acknowledges and understands the following:

- A. Neither the Club Operator nor club staff are responsible for any loss or damage to any private property used or stored on the premises of the Cliffs Clubs, whether in lockers or elsewhere.
- B. Any personal property left in, or on Club property, for more than six (6) months, without payment due for any applicable storage facilities, will be sold by the Club Operator, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall be retained by the Club Operator.
- C. No person shall remove, or rearrange any property or fixtures belonging to the Club Operator or Cliffs Clubs to a different location or position, without proper authorization from the Cliffs Clubs' management.
- D. All Members are liable for any property damage or personal injury at the Club Facilities, whether during normal usage, or at any activity or function which is sponsored by the Cliffs Clubs, if such damage or injury is caused in whole or in part by the Member, his/her family, or guests. The cost of such damage shall be charged to the Member's account. Persons responsible for any damage are subject to suspension or termination for the refusal to make restitution therefore.
- E. All Members, guests, and other persons who in any manner, make use, or accept use of any apparatus, appliance, facility, or privilege or service provided by the Club Operator or the Cliffs Clubs, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged or sponsored by the Club Operator or the Cliffs Clubs, shall do so at his/her own risk, and shall hold the Club Operator, the Cliffs Clubs, and its management, employees, principals, affiliates, directors, representatives and agents (collectively, the "Club Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him/her resulting therefrom, or from any act or omission, including the negligence, of the Club Operator or any of the other Club Indemnified Parties.
- F. Should any party bound by the Membership Documents bring suit against the Club Operator or any of the Club Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club Operator or the Cliffs Clubs or any other claim or matter in connection with membership in any of the Cliffs Clubs, and fail to obtain judgment therein

against such Club Indemnified Parties, said party shall be liable to the Club Operator and the Club Indemnified Parties for all costs and expenses incurred by the action in the defense of such suit.

TRANSFER OF CLUB OR CLUB FACILITIES

32. Sale of Club to a Third Party - The Club Operator reserves on behalf of itself, its successors, successors-in-title to the Club Facilities, and assigns, the right, in its sole discretion, to sell, convey or otherwise transfer ownership of the Cliffs Clubs or any of the Club Facilities to any entity whatsoever, subject to the rights of Members set forth in this Membership Plan. In the event the Club Operator sells some or all of the Club Facilities to a third party, the Club Operator may assign its rights and obligations under the Membership Documents to the subsequent purchaser, and, upon the assumption of the obligations under the Membership Documents by such purchaser, the Club Operator shall be released from all liability under the Membership Documents that such purchaser has agreed to assume.

33. Sale of Club to Members - The Club Operator, on behalf of itself, its successors, successors-in-title to Club Facilities, and assigns, hereby reserves the right to, but shall be under no obligation to, offer to sell any or all of the Club Facilities to the Members, or a group thereof, or convert, in whole or in part, the Cliffs Clubs to an "equity" club or similar arrangement whereby the Members, or an entity owned or controlled by the Members, becomes the owner or operator, or both, of the Club Facilities. The acquisition price of the Club Facilities, if any is established, or the Club Operator, acting either alone or in conjunction with the entity group the Members may select to represent themselves, will establish the acquisition price of a membership in any such "equity" club. In the event the Club Operator converts the Club Facilities to an equity member-owned club, the Club Operator may assign its rights and obligations under the Membership Documents to the subsequent purchaser, in which event the Club Operator shall be released from all liability under the Membership Documents.

34. Dissolution of the Club - The Club Operator hereby reserves the right, on behalf of itself, its successors, successors-in-title to the Club Facilities, and assigns to terminate all Memberships and proceed to dissolve the Cliffs Clubs, without liability, at any time upon sixty (60) days' prior written notice to all Members, and upon such termination the Members shall be entitled to a refund of any prepaid dues, and each Member shall be entitled to a prorated refund of the Initiation Fee paid by such Member based upon an amortization of such Initiation Fee over a five-year period commencing upon the issuance of their Membership.

MODIFICATION AND INTERPRETATION

The Club Operator reserves the right to amend and modify the Membership Plan and the Rules and Regulations in any manner it deems appropriate, except as otherwise provided in this paragraph below. Notwithstanding the foregoing, the Membership Plan may not be amended by the Club Operator to require the Members of a particular Cliffs Club to fund any capital assessments or operating assessments without first obtaining the approval of a majority of the Members (at such Cliffs Club) in Good Standing within the category of Membership that would be subject to such assessment, with each such Member being entitled to one (1) vote per Membership. Unissued and resigned Memberships will not be counted for purposes of such voting. Any amendments to the Membership Plan shall become effective no earlier than the date that is thirty (30) days after notice of such amendment has been provided to the Members, which notice may be provided by e-mail and/or posting of the amendment to the Cliffs Clubs

website. Notwithstanding anything in this Membership Plan to the contrary, if the proposed amendment to the Membership Plan is materially adverse to the Members or to any category of Members, then after notice of such amendment has been provided to the Members, a Member who is materially adversely affected by such proposed amendment may elect to resign at any time prior to the effective date of such amendment and any such election to resign that is timely made will become effective immediately prior to the effective date of such amendment. To the extent there are any conflicts or ambiguities in the terms of the Membership Documents, the Club Operator shall have the sole authority to interpret the Membership Documents and its decision shall be conclusive and final.

HOME CLUB BOARD

35. Home Club Board - The Club Operator will establish a procedure whereby the Members of each Home Club in Good Standing will be given the opportunity to elect Members of their own Home Club, who are in Good Standing, to serve on a Home Club Board. The Home Club Boards for the respective Cliffs Clubs will serve in an advisory capacity only, and will have no duty or power to act on behalf of the Club Operator, the Home Club or the Home Club's Members, whether individually, or collectively.

36. Home Club Board Meetings With Club Management - The Club Operator' will designate the General Manager, Head Golf Professional, Director of Golf, Head Superintendent, and members of Senior Management, or any one or a committee of them, to meet with the Home Club Boards to discuss the operation of the Club Facilities of the applicable Home Club. Such meetings with the Home Club Boards will be scheduled from time to time but efforts will be taken to schedule such meetings no less frequently than quarterly.

REPRESENTATION ON CLIFFS CLUB PARTNERS BOARD

Cliffs Club Partners will have a seven (7) member Board of which two (2) seats will be reserved for two Members of the Cliffs Clubs at-large who are in Good Standing (the "Member Board Seats"). The Member Board Seats will be filled by election of all of the Members of the Cliffs Clubs who are in Good Standing. Provided that the Prior Club Notes are still in existence and outstanding, one of such seats shall be filled by a Member in Good Standing who is a holder of a Prior Club Note who obtains the most votes and the other seat shall be filled by a Member in Good Standing who is not a holder of a Prior Club Note who obtains the most votes. For purposes of this paragraph, the term "Prior Club Notes" shall mean promissory notes issued by the prior owner of the Club Facilities (who filed for bankruptcy) to certain of its club members.

GLOSSARY OF DEFINED TERMS

Application and Membership Agreement	i	immediate family.....	8
Cliffs Club	i	Initiation Fee.....	8
Cliffs Club Partners	i	Member	1
Cliffs Clubs	i	Member Board Seats.....	22
Cliffs Communities	i	Membership.....	1
Cliffs Community	i	Membership Documents	i
Club Facilities.....	1	Membership Plan	i
Club Indemnified Parties	20	Memberships.....	1
Club Operator	i	Non-Resident Member	ii
Conduct unbecoming a Member of the Cliffs Clubs	18	Primary Member.....	iii
Corporate Member Designee.....	5	Primary Membership.....	i
Designated Adult.....	8	Prior Club Notes	22
Developer	iii	Property	i
Escorted Guest.....	17	Property Owners.....	i
Golf Member	2	Rules and Regulations	i
Good Standing.....	iii	Sports Member	3
Home Club.....	i	Unescorted Guest.....	17



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THE CLIFFS CLUBS

RULES AND REGULATIONS

THE CLIFFS CLUBS

RULES AND REGULATIONS

It is the intent of the Club Operator to establish Rules and Regulations for the mutual enjoyment of the Club Facilities by all the Club's Members and their guests, subject to the terms of the Membership Documents.

The obligation of enforcing these Rules and Regulations for the good of all Members is placed primarily in the hands of a carefully selected and trained staff whose principal responsibility is to provide courtesies, comforts, and services to which you, as a Member of the Club, are entitled.

It is further the responsibility of the membership of each Cliffs Club to know these Rules and Regulations and to cooperate in their enforcement. A Member of any other Cliffs Club utilizing the Club Facilities of the Club shall be required to follow the applicable Rules and Regulations in place for each such Club.

For purposes of these Rules and Regulations, "Club" will refer to any one of the Home Clubs as defined in this Membership Plan. Any capitalized terms used herein which are not otherwise defined herein shall have the meaning ascribed to such terms in The Cliffs Clubs Master Membership Plan, as such may be amended from time to time.

SECTION I. GENERAL CLUB RULES

- A. HOURS OF OPERATION - The hours of operation of the Club, and any or all of the Club's facilities will be established, posted and published by the Club, and may be adjusted seasonably or otherwise, as member usage and other conditions may require.
- B. DRESS STANDARDS - Members of the Club and their families and guests shall at all times be in attire appropriate for the area of the Club in which they are located. The term "appropriate attire" shall mean and be defined as clean, presentable clothing in good condition and not to be offensive to other Members of the Club. The Club Operator and Club management shall have the authority to determine what constitutes "inappropriate attire", and may request anyone who is in violation of this provision to leave the Club premises, or particular area of the Club.

Shirts and shoes are required at all times on the Club premises. Bathing suits may be worn only in the designated pool areas.

Exceptions to the standard dress code or additional dress requirements will be published and posted for notification.

Denim is permitted in select locations within each Clubhouse as described below:

Glassy Clubhouse – Bar, Patio and Grill
Valley Clubhouse – Bar and Patio
Keowee Vineyards Clubhouse – Bar and Patio
Keowee Falls Clubhouse – Bar and Patio
Keowee Springs Turnhouse – Turnhouse
Walnut Cove – Bar and Patio

Denim is not allowed in the dining room areas or on the golf courses. The Cliffs Valley Bar is defined as the dining area nearest the bar and in front of the stone archways. Jeans are defined as denim of any color, and/or any shorts or pants of denim material that are riveted and of a western cut and style.

Casual attire is permitted in locations other than the Clubhouse and Golf Course, i.e. Wellness Centers. Gentlemen are requested to remove hats and keep their shirt tails tucked in inside the Clubhouse.

Children under the age of 16 are permitted to wear cargo shorts. The Club's definition of cargo shorts excludes shorts with billowing pockets, frayed edges, holes, multiple pockets and pockets that are stitched on the exterior of the shorts.

- C. ALCOHOLIC BEVERAGES - All Members acknowledge, agree and understand that at all times, the Member, his/her family and guests, and all employees of the Club will comply with the applicable laws, rules and regulations, concerning the possession, sale, distribution and consumption of alcoholic beverages, according to the laws of the state of the applicable facility's location.
- D. FOOD AND BEVERAGE - All food and beverage consumed at the Club Facilities shall be furnished by the Club. Employees of the Club are not permitted to deliver any food and beverage outside areas designated by the Club.
- E. SOLICITATION - Except as expressly permitted by the Club, no commercial advertisements shall be posted, or circulated in the Club or on the Club's website, nor solicitations of any kind be made at the Club Facilities, or on Club stationery. Other than as permitted by the Club, no petition shall be organized, solicited, circulated or posted at the Club Facilities. No solicitations of any kind, including but not limited to, mail, telephone or email, shall be made by use of the published membership directory or any other membership information.
- F. EMPLOYEES – The Club Operator and Club management have the sole authority with respect to matters of staff and employee discipline. Accordingly, a Member, his/her family or guest shall not be permitted to reprimand, discipline or abuse, whether verbally or otherwise, any staff member of the Club. Complaints regarding the conduct or mannerisms of any staff member should be reported to the Club Operator or Club management immediately.

Members, their family or guests shall not interfere in the administration or performance of employees' duties. Employees may not be sent from the

premises for personal errands or business of the Members. Members, their family or guests may not request special personal services or favors from employees.

- G. ENTERTAINMENT - No performance by entertainers will be permitted at the Club Facilities without permission of the Club.
- H. VEHICLES/PARKING - Vehicles must be parked in such areas as designated by the Club. Vehicles should not be parked on grass lawns, at the front entrance or delivery areas of the Club, or any place that interferes with the normal flow of traffic, unless the Club grants special permission. Unlicensed vehicles are not permitted on Club property without the permission of the Club. In particular, GEM and/or NEV cars are low speed vehicles pursuant to South Carolina law and not a form of golf cart, and require proof of insurance, permit from the South Carolina Department of Transportation, a License Tag, and operation by a licensed driver.
- I. COMPLAINTS - All complaints concerning the normal operations of the Club, its employees and other matters must be directed to the appropriate senior manager. All complaints concerning a manager should be made in writing, to the General Manager, or appropriate designated officer of the Club Operator, specifying the particular offense or concerns, and signed and dated by the complainant.
- J. PETS - Dogs and other pets (with the exception of service animals) are not permitted at the Club Facilities, except under special circumstances, or where authorized by the Club. When dogs are permitted on Club property, they must be leashed.
- K. FIREWORKS - Fireworks of any type are not permitted anywhere on Club property, or adjacent areas, unless a fireworks display or exhibit is organized and conducted by the Club.
- L. OFF-LIMIT AREAS - Members, their families or guests, are not permitted in the kitchen and service areas of the Club, or in certain maintenance areas located on Club property.
- M. GROUP FUNCTION - Use of the Club Facilities may be restricted or reserved by the Club or General Manager for special group functions and activities. All group functions must be reserved in accordance with reservations and usage policies, and through the Club management.
- N. AUTHORITY - The Club personnel has full authority to enforce all rules and regulations, and any infractions will be reported to the Club Operator or Club management. All rules and regulations are subject to amendment or modification at the sole discretion of Club Operator.
- O. SMOKING - In recognition of the health, safety and comfort benefits of smoke-free air and the responsibility to provide and maintain an optimally healthy

environment for our Members, Associates and Guests, the Cliffs Clubs does not permit smoking within any Club Facility or adjacent to a Club dining venue.

SECTION II. AUTOMOBILE AND BOAT DECALS

Access onto the property of the Club will be granted upon obtaining a decal or appropriate guest pass from the Public Safety office, and may be subject to additional rules of the applicable Property Owners' Association. Proof of vehicle registration is required for a permanent automobile decal. Vehicles must be registered in the name of the Member or eligible family members.

SECTION III. SERVICE CHARGES AND TAXES

A standard service charge is added to all food and beverage purchases, and for services provided according to the schedules as determined by the Club Operator. As of the effective date of the Membership Plan, the standard service charge is 18% for food and beverage purchases, and is 20% for catering services, which amounts may be modified from time to time by the Club Operator. The Club is required to add state sales tax to food and beverage totals including service charges. The Club is required to charge state sales tax on all purchases. A state admissions tax may be required on all guest and greens fees.

SECTION IV. MAILING ADDRESSES

Each Member shall be responsible for filing his/her correct and current mailing address and e-mail address, and any changes, with the Club in written form. All notices and statements from the Club will be sent to the address on file. Failure to receive such billings and notices on time, does not justify the excuse for late payment to the Club.

SECTION V. CLUB SERVICES AND ACTIVITIES

- A. The Club provides a variety of social, cultural and recreational events in which Members are entitled to participate, except in the event of a private party function, not considered open to all Members, or an event sponsored for or by guests. All Membership functions will be published in the Club bulletin, newsletters or web page.
- B. Certain events at the Club may have limited reservations available. Reservations will be required for most events, and are accepted on a first-come basis by the appropriate personnel in charge of reservations.
- C. Reservations made by a Member for accommodations, meals, festivities, etc. may be charged to the Member making the reservation regardless of whether the reservation was used; unless it was cancelled not less than 24 hours prior, or as noted for Special Functions, prior to the date for which it was scheduled.
- D. Use of the Club for private parties and functions is encouraged, providing these events do not interfere with the normal operation of the Club, or with the services

regularly available to all Members. Private parties are not permitted without prior approval from the General Manager. The Member who reserves a private party is held responsible for the conduct of the guests, for all charges incurred by the guests, and any damage caused by the guests. The Club may require a security deposit prior to the function and may charge a cancellation fee if the reservation is cancelled or if the party does not attend.

SECTION VI. CHILDREN

Children under the age of sixteen (16) years old, are not allowed in the Members' locker rooms and must be accompanied and supervised by an adult when using the Club's facilities. Children under the applicable drinking age are not allowed in any bar area, unless accompanied by an adult. Children under the age of sixteen (16) are allowed to use the golf course and other Club recreational facilities only at the discretion of the Club management and when accompanied by an adult. Children are not allowed to play on the golf course and cart paths. Children under the age of twelve (12) are not permitted in the fitness areas and must be accompanied by the Member when using the locker facilities and steam rooms.

SECTION VII. GOLF RULES

To preserve the freedom and to maximize the enjoyment of all Members of the Club, their families and guests in their use and enjoyment of the golf courses, golf practice facilities, and other golf-related equipment and amenities, the Club has the sole responsibility and authority to enforce certain rules and regulations. Members of the Club and all staff members are to report any violations to the General Manager who has the authority to enforce and discipline offenders. Members of the Club shall have no authority to enforce the rules and regulations, and are not requested to do so. Persons using the golf course and other golf facilities do so at their own risk. The following rules and regulations shall be in effect, and are subject to change from time to time:

A. STARTING TIMES

All players must have a designated starting time assigned prior to commencement of play. All players must register in the golf shop before each round of play. All play will start from the 1st tee unless otherwise directed by the golf shop personnel. Starting is not permitted on any other hole, by anyone, unless so directed by the golf shop personnel. Registration is required ten (10) minutes prior to the reserved tee time. Members should present their membership card upon registering. Twosomes and singles will be grouped with other players, if available, and by decision of the golf shop personnel. Twosomes have no priority over foursomes, regarding play through, or dictating speed of play.

B. CANCELLATIONS

It is necessary to cancel your reserved tee time as soon as possible. Members repeatedly failing to use reserved tee times without giving sufficient notice to the golf

shop, may be billed the retail value of such times, and shall be subject to denial of future reservation privileges.

C. RAIN CHECK POLICY

When inclement weather prevails and causes termination of play, as determined by the golf shop personnel, a credit for all, or a portion of that day's greens fees and cart fees may be given. Credit will only be issued on that day of play, and it is the responsibility of the player to apply for a rain check from the golf shop. No play is allowed during dangerous weather conditions as determined by the golf shop personnel.

D. CONTROL/RULES OF PLAY

The use of and play on the golf courses shall at all times be subject to the control of the Club's Head Golf Professional and his/her designated assistants. The Golf Course Superintendent in consultation with the Head Golf Professional shall determine when weather and other conditions dictate the closing of portions, or the entire course; or the prohibition of, or imposition of limitations upon the use of golf carts. Player Assistants may be on duty to help regulate play and to enforce golf cart regulations, and have the full authority vested in them by Club management to enforce all rules and regulations, speed of play and course etiquette. "Course closed", and "hole closed" signs are to be adhered to without exception. Practice is not allowed on the golf courses. The practice ranges and practice greens should be used for practice. Range balls provided by the golf shop are only to be used on the practice ranges. A player cannot hit his own shag balls. The United States Golf Association rules shall govern all play, except when modified by local rules. Players should play to pace, or invite the following group through, should they fall one clear hole behind the group in front of them. If a group stops at the turn, and allows the following group to overtake, and pass them, the group stopping at the turn shall forfeit its place and must return to the 1st tee and continue play in the next available tee time.

E. GOLF COURSE ETIQUETTE

All players are expected to observe customary golf course etiquette including, but not limited to: raking bunkers, replacing divots, repairing ball marks, proper disposal of litter, abstention from use of loud or abusive language, proper attire, and basic safety regarding timing of shots. All players must be ready to make their shot when it is their turn, and should play out of turn, if doing so will contribute significantly to the progress of their group. When the play of a hole has been completed, players should immediately leave the green. Scoring for the hole can be done while others in the group are playing at the next tee. Players searching for a lost ball should allow others to play through. A player should ensure that, when dropping bags or the flagstick, no damage is done to the green. A player should ensure that any turf that is cut or displaced by him/her is replaced and/or repaired.

To ensure the enjoyment of all Members, it is important that groups play to the Cliffs Clubs' established pace of 4 hours and 15 minutes.

If a group is not playing to pace or has fallen out of position, they will first be asked to regain their position on the golf course. If a group fails to do so, they will then be asked by a Golf Professional to increase their pace and regain their position on the golf course and be warned that failing to do so could result in letting trailing groups play through or picking up and moving to the proper position on the golf course.

If a group is approached a third time and still has not regained their position on the golf course, they could be asked to let a following group play through or pick up and move to their proper position on the golf course.

F. HANDICAPS

Handicaps are computed under the supervision of the Head Golf Professional in accordance with current USGA recommendations. Accurate records are to be kept of scores turned in and recorded for all applicable rounds played.

G. EQUIPMENT

All players must have a golf bag, a set of golf clubs, and wear appropriate golf shoes, as established by the Head Golf Professional and posted in the golf shop, when on the golf course. Two or more players may not play out of the same bag, or otherwise with a single set of clubs.

H. DRESS CODE

All players must be appropriately attired on the golf courses and at the practice facilities at all times. Members are responsible for informing their family members and guests of the proper dress code prior to their visiting the Club. Anyone not complying with the dress code may be asked to change his attire before gaining access to the course, or be asked to leave the premises due to lack of cooperation with the rules and regulations regarding appropriate attire.

The following are considered appropriate dress code regulations:

MEN - Shirts with a regular collar or mock turtleneck collar and sleeves, slacks or golf shorts. Shirt tails must be tucked in at all times. No tank tops, t-shirts, cut-offs, cargo shorts or pants, sweat pants, bathing suits, jeans or athletic shorts are permitted. Gentlemen are requested to keep shirt tails tucked in at all times and remove hats inside the Clubhouse.

WOMEN - Dresses, skirts, slacks, golf shorts, and golf shirts (collar or mock turtleneck) and blouses. No tank tops, t-shirts, bathing suits, sweat pants, athletic shorts, jeans or short shorts are permitted.

I. GOLF TEE TIMES

Golf Shop personnel will assign the tee times upon Member request and is based upon availability. Golf Shop personnel have the sole authority to reserve tee times for

Members to best accommodate a Member request. Reserved tee time policies are provided for certain membership categories. All players must have a reserved tee time, and all four (4) players' names are to be recorded. Singles and twosomes play at the discretion of the Golf Shop staff. Fivesomes are not permitted unless otherwise directed by a Golf Professional.

The Golf Shop staff must approve tee time changes. Failure to register within 10 minutes of your tee time may result in forfeiting the tee time. Cancellation without proper notice, or not showing up for a designated, reserved tee time, is cause for forfeiture of future reservation privileges. Additionally, the Club may impose a cancellation fee, which may, in the Club's sole discretion, be billed directly to the Member's Club account without notice.

J. PRACTICE FACILITIES

All players must register with the golf shop prior to using the practice facilities. Range balls are for use on the practice range only. Range balls are not permitted for use on the golf course. Range balls must be acquired through the payment of a fee, if any, as set forth by the Club. Range balls must be hit from the designated areas only. No hitting is permitted from the rough or sides of the range. Proper attire is required at all times on the practice range and practice green.

K. GOLF CART RULES

A Member or guest player without proper assignment and registration in the golf shop shall not use golf carts. Each operator of a golf cart must be at least sixteen (16) years of age and have a legal driver's license. Rental golf carts, or privately owned golf carts, or golf cars are not permitted on the courses. No more than two (2) people and no more than two (2) sets of clubs per cart are permitted on a single golf cart. Golf carts should not be driven off course property, into heavily wooded areas, onto casual water, or "soft" areas, or on newly seeded areas. Golf carts must stay on the cart paths, unless permitted off the path by the Clubs. All "carts on path" signs must be adhered to, and all traffic signs obeyed.

Operation of a golf cart is at the risk of the operator. Any cart damages or malfunctions must be reported to the golf shop immediately. Members, their families and guests are responsible for the cost of repairs and damages to carts if it is determined that the damage was caused due to failure to comply with rules and regulations, and basic safety.

Players are permitted to walk on the courses, the playing times of which are at the discretion of the golf shop personnel.

L. CLUB STORAGE

All golf equipment items, such as bags and clubs, are to be stored in the club storage facilities, and not in locker rooms.

M. MISUSE OF GOLF COURSE

The use of the golf courses and all golf practice facilities for any purpose other than golf (which includes, without limitation, walking or jogging) is prohibited, unless otherwise pre-approved by Club management. Pets are not permitted on the golf course.

No fishing, swimming or boating shall be permitted on the ponds and lakes associated with the golf course.

N. PERSONAL COMMUNICATION DEVICES

The use of cellular telephones, PDAs and personal radios must be set to silent and should not be used in areas that would affect the experience of Members and their guests.

O. TOURNAMENTS

The Club Operator reserves the right to establish a priority system for determining which Members may participate in a Tournament; provided, however, that Full Golf Members will be given the highest priority over any other category of Membership for any Tournament at their own Home Club.

SECTION VIII. TENNIS RULES

- A. Hours of operation for the tennis courts will be determined by the Clubs, and adjusted according to seasons. Hours of operation will be published and posted for notification to the Members.
- B. Club management has the authority to prohibit play on the tennis courts at any time due to inclement weather, or other poor playing conditions.
- C. All tennis players must have a reserved court time, and must register with the Wellness Center prior to play. Players are required to present their membership or guest card when registering. All names in the playing party must be given at the time of reservation. Advance reservation times may vary seasonally.
- D. Play is limited to ninety (90) minutes for singles and/or doubles. If there are no players waiting to play, players do not have to vacate the court. After starting play, playtime may not be extended by adding players to your party, if others are waiting. Players may not sign up for additional court time before their initial court time is over. Practice time is limited to ninety (90) minutes for a single.
- E. Waiting players must secure their court at the designated time. Late arrivals are cause for cancellation of the reserved time, which may be awarded to another player. Court reservations will be held for fifteen (15) minutes before being awarded to other players who are waiting.

- F. Cancellations without proper advance notice, or not showing up for a designated reserved court time are cause for forfeiting future reservation privileges. Additionally, the Club may impose a cancellation fee, which can be billed directly to the Member's account.
- G. If the courts are not playable, notice will be posted.
- H. All players must wear regulation tennis shoes. Basketball or other sport shoes are not allowed. Proper tennis attire is required at all times, and for all ages of players. Shirts must be worn at all times. Bathing suits, tank tops, cut-offs, jeans and other non-tennis apparel as determined by the Club are not permitted.
- I. Adults have certain priority playing times as determined by Club management. Individuals sixteen (16) years of age and older are considered adults as it relates to priority playing times.
- J. Courts may be reserved for special tennis lessons and clinics, and socials as determined by Club management.
- K. Members must register their guests in the wellness center, and pay the appropriate guest fees, if applicable. All local guest rules apply as outlined in the Membership Plan.
- L. Members are responsible for the conduct and etiquette of their family members, children and guests.
- M. Children under the ages six (6) years of age are not allowed in the tennis court areas at any time. Parents are not allowed to play tennis while children are unattended at the court and Club site.
- N. A practice ball machine is available for Member use and must be reserved with the Wellness Center prior to use. Children under the age of 16 are not permitted to use the ball machine without adult supervision.

SECTION IX. SWIMMING POOL RULES

- A. Hours of operation for the swimming pool will be consistent with the hours of operation for the adjacent wellness facility or Club amenity as determined by the Club, and adjusted according to seasons. Hours of operation will be published and posted for notification of the Members.
- B. Swimmers are required to wear shirts and footwear when walking between any of the Club's facilities and pool.
- C. Swimming attire is not allowed to be worn in the clubhouse area, unless in designated access areas to showers and locker rooms. Proper swimming attire must be worn in the swimming pool. No cut-off pants, tennis shorts or other inappropriate clothing are allowed.

- D. At all times, a Member shall use the pool facilities at his/her own risk.
- E. Non-swimmers and novices will not be allowed in deeper water or in the diving area, and if they are under the age of 18 they must be accompanied by an adult.
- F. A Member must accompany all guests, and guest fees may be charged. All guest rules apply as outlined in the Membership Plan. Members and guests must register with the Club personnel before entering the pool area. All local guest rules apply as outlined in the Membership Plan.
- G. Small children must be accompanied by adults in any pool area. Children ages 12 and under are required to have an adult chaperone with them at all times.
- H. Non-swimming equipment is not allowed in the pool. A Club staff member has full authority to determine what types of swimming apparatus are permitted.
- I. Members shall be responsible for the conduct of their family members and guests.
- J. No food or beverage is to be brought to the pool from the outside.
- K. All Members and guests are to comply with any additional posted rules and regulations at all times. Participants not in compliance with rules and regulations may be asked to leave the Club premises, and are subject to disciplinary action as outlined in the Membership Plan.
- L. Infants must be in swim specific diapers. Please refrain from changing diapers on the pool deck or dining tables. Changing tables are available for Member use.
- M. Glass bottles, glasses and breakable materials or sharp objects are not permitted in the pool area.
- N. Out of consideration for others, no radios will be permitted in the pool area except those being listened to by headphones.
- O. Dogs and other pets are not permitted in the pool area.
- P. Parents shall be responsible for the conduct of their children at all times. Running, horse play or any other hazardous activities are not permitted in the pool area.

SECTION X. WELLNESS CENTER

- A. All Members using the fitness area and equipment must register with the Wellness Center.
- B. Children under the age of sixteen (16) may not use tennis and fitness equipment without parental supervision. Children under the age of twelve (12) are not

permitted in the fitness areas and must be accompanied by the Member when using the locker rooms and steam rooms.

- C. Use of the fitness equipment is at the sole risk of the participant. Members are advised to seek medical advice regarding their individual physical ability and use of fitness equipment.
- D. Proper exercise attire is required of all Members and guests. The Club reserves the right to determine if workout outfits are neat and tastefully appropriate. Shirts and shoes are required at all times. Members must wear proper shoes when using the fitness equipment. No sandals, hard soles such as cleats or other shoes that damage flooring in the wellness center.
- E. Food and beverage items are not allowed in the fitness area.
- F. Proper etiquette is required at all times from Members and their guests. Members are ultimately responsible for the conduct and dress of their guests.
- G. All local guest rules apply as outlined in the Membership Plan.



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THE CLIFFS CLUBS
APPLICATION AND MEMBERSHIP AGREEMENT
FOR HISTORIC MEMBER

CLIFFS CLUB

_____ Cliffs Club at Glassy _____ Cliffs Club at Valley
_____ Cliffs Club at Keowee Vineyards _____ Cliffs Club at Walnut Cove
_____ Cliffs Club at Keowee Falls _____ Cliffs Club at Keowee Springs
_____ Cliffs Club at Mountain Park

CATEGORIES OF MEMBERSHIP

_____ **Golf Membership** _____ **Sports Membership** _____ **Wellness Membership** _____ **Social Membership**
_____ Full Golf _____ Full Sports
_____ Home Golf _____ Non-Resident Sports
_____ Non-Resident Golf

_____ **Corporate Membership** _____ **Residence Club Membership**

PRIMARY MEMBER NAME: _____

Member Account #: _____

Property Reference: _____

Cliffs Property Address Associated with the Purchased Membership:

_____ Street
_____ City State Zip

Multiple Membership Holder Total Number of Memberships _____

Will this Membership be the Primary Membership? Yes No

APPLICATION AND MEMBERSHIP AGREEMENT

The undersigned applicant ("Applicant") desires to obtain a _____
Membership (hereinafter the "Purchased Membership") in Cliffs Club at _____
 (the "Club") and hereby submits this Application and Membership Agreement (together with all
 addenda attached hereto, collectively referred to herein as the "Application and Membership
 Agreement") to Cliffs Club Partners, LLC, a Delaware limited liability company, for
 consideration. Any capitalized terms not otherwise defined herein shall have the meaning
 ascribed to them in The Cliffs Club Master Membership Plan dated August, 2012 (as amended,
 the "Membership Plan"). If this Application and Membership Agreement is accepted by the Club
 Operator, the Applicant requests that their name be placed on the Membership Roster of the
 Club as follows:

APPLICANT/MEMBER INFORMATION

Mr. Mrs. Ms. Miss Dr.

Name of Primary Member
 (Please Print): _____

Member/Billing
 Address:

Street _____

City _____ State _____ Zip _____

Seasonal
 Address:

Street _____

City _____ State _____ Zip _____

From: ____ / ____ / ____ To: ____ / ____ / ____

Social Security # _____ Date of Birth _____

Driver's License # _____ State _____

Marital Status: Single Married Wedding Date _____

Business
 Address:

Street _____

City _____ State _____ Zip _____

Business Telephone # (____) _____ Fax # (____) _____

Local Telephone # (____) _____ Other Telephone # (____) _____

Mobile Telephone # (____) _____ E-Mail Address* _____

* Please provide the E-Mail address you would like
 the Club to use for purposes of mailing billing
 statements and other notices from the Club.

DESIGNATED ADULT INFORMATION
(Not Applicable for Corporate Membership)

Spouse Other

Mr. Mrs. Ms. Miss Dr.

Name (Please Print): _____
 Social Security # _____ Date of Birth _____
 Driver's License # _____ State _____
 Mobile Telephone # (____) _____ E-Mail Address _____

DEPENDENT INFORMATION
(Not Applicable for Corporate Membership)

Children who are twenty-three years of age and younger and are either living in the Applicant's home or attending school on a full-time basis or serving in the military:

	<u>Name (First & Last)</u>	<u>Date of Birth</u>	<u>Male or Female</u>	<u>E-Mail Address</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

ADDITIONAL SERVICES

The Applicant hereby selects the following additional services by checking the applicable box (and initialing where indicated) and agrees to pay to the Club the fees and charges, including any applicable sales tax, or other taxes, for the services selected. The current amount of fees for each service is described on the Current Schedule of Initiation Fees, Dues, Other Fees and Charges, which is subject to change, as set forth in the Membership Documents.

Annual Cart Program - Family
Initial: _____ Single

Bag Storage - Member
Initial: _____ Designated Adult

Wine Locker
Initial: _____

Locker Rental - Member
Initial: _____ Designated Adult

TERMS AND CONDITIONS

1. Application For Membership Privileges. The Applicant hereby applies for a _____ **Membership** at the Club and agrees to pay a nonrefundable Transfer Fee to the order of Cliffs Club Services, LLC of \$ _____, and, if applicable, a nonrefundable Reinstatement Fee of \$ _____ (the foregoing Transfer Fee and Reinstatement Fee are sometimes collectively referred to herein as the "Initiation Fee"). The Applicant has selected the category (and sub-category, if applicable) of Membership identified on the cover page to this Application and Membership Agreement.

2. Payment Of Initiation Fee. The Applicant hereby acknowledges and agrees that the required Initiation Fee set forth above in Section 1, plus all applicable taxes (if any), shall be paid at the time this Application and Membership Agreement is submitted to the Club Operator for consideration, except as otherwise permitted by the Club Operator.

If the Applicant fails to pay the Initiation Fee, or any part thereof, as and when due pursuant to an agreement with Club Operator, then the Club Operator shall be entitled to all remedies provided in law or in equity, for the collection of the Initiation Fee, plus interest at the highest rate allowed by law, and may terminate the Purchased Membership upon which all membership privileges at the Club shall automatically terminate. If, however, the Club Operator elects to accept a late payment and does not terminate the Purchased Membership, then interest at the highest rate allowed by law shall be due on the amount of the payment from the original due date until the date the payment is made.

3. Initiation Fee Is Nonrefundable. Each person who desires to acquire a Membership will be required to pay a nonrefundable Initiation Fee, as contemplated under the Membership Documents, in an amount determined by the Club Operator in its sole discretion. The Applicant acknowledges and agrees that under no circumstances will the Applicant be entitled to any refund or repayment of the Initiation Fee paid for the Purchased Membership.

4. Disclosure and Release of Information. The Applicant hereby authorizes the Club Operator to send any invoices, notices or other mailings regarding the Purchased Membership by electronic mail to the e-mail address provided in this Application and Membership Agreement or any other e-mail address provided by the Applicant to the Club. The Applicant hereby acknowledges that the Club and Club Operator is relying on the information provided by the Applicant in this Application and Membership Agreement and the information contained in the Application for Membership Privileges (the "Former Application") previously submitted by the Applicant to the Prior Clubs (as defined in the Historic Member Addendum attached herewith), and the Applicant hereby represents and warrants to the Club and Club Operator that such information is (or was at the time of submission, in the case of the Former Application) accurate. The Applicant hereby authorizes the Club Operator to obtain a credit report of the Applicant, check the references provided herein (or in the Former Application) and otherwise obtain and use all information in determining qualification for membership in the Club. The Applicant agrees to release to the Club Operator all information requested by the Club Operator (including credit, financial, and any police/criminal records and information), and hereby authorizes those persons or entities included as references herein (or in the Former Application) to furnish information to the Club Operator. The Applicant hereby irrevocably releases and holds the Club Operator and its affiliates and their respective members, shareholders, partners, directors, managers, officers, employees and agents forever harmless from any and all liabilities, claims and causes of action for all matters related to the above and further agree to indemnify and reimburse such individuals from any and all costs and expenses related to any such matters. The Applicant hereby covenants and agrees to immediately notify the Membership Office in writing regarding any updates or changes to the Applicant's

information on file with the Membership Office. This Application also serves as the application by Applicant to become a member of The Cliffs Members Club, a non-profit corporation organized under the laws of the State of South Carolina (the "Non-profit Club"), and Applicant hereby acknowledges and consents to the sharing of Applicant's information provided herein, or in the Former Application, with the Non-profit Club.

5. Receipt Of Membership Documents. The Applicant hereby acknowledges receipt of the Membership Plan, the Club's Rules and Regulations dated _____, 2012 (the Membership Plan and Rules and Regulations together with this Application and Membership Agreement are collectively referred to as the "Membership Documents"), and hereby agrees to abide by all of the respective terms and conditions of the Membership Documents as amended from time to time. The Rules and Regulations of the Cliffs Clubs that are applicable to the dining and bar areas of the Club Facilities will likewise be applicable with respect to the Non-profit Club.

The following addenda (*please check only those that are applicable*) are attached to, and are incorporated into and made a part of, this Application and Membership Agreement:

- Historic Member Addendum (*required*)
- Current Schedule of Initiation Fees, Dues, Other Fees and Charges (*required*)
- Credit Card Authorization Addendum (*required*)
- ACH Authorization Addendum (*optional*)
- Non-Resident Member Addendum (*if applicable*)
- Proof of Ownership in Cliffs Community (*if applicable, deed or settlement statement*)
- _____ (*other, if applicable*)

6. Payment Of Dues And Club Account. The Applicant hereby agrees to pay to the Club the membership dues, fees and charges, including any applicable sales tax, or other taxes, for the category of membership privileges selected. The current amount of dues, for each category of membership privileges is described on the Current Schedule of Initiation Fees, Dues, Other Fees and Charges Addendum, which is subject to change, as set forth in the Membership Documents. Dues charged by the Cliffs Clubs is inclusive of the dues applicable to the Non-profit Club and will be allocated among the Cliffs Clubs and the Non-profit Club as mutually agreed by the Club Operator and the Non-profit Club. In the event that any amount owed to the Club is not paid on a timely basis, the Applicant understands that he/she may be charged late charges in accordance with the Membership Documents. The Applicant hereby authorizes that all dues, fees and charges be billed to any one of the credit cards on file with the Club pursuant to the Membership Documents, and certifies that the credit cards listed on the Credit Card Authorization Addendum attached hereto are issued to the Applicant and that the information set forth in the Credit Card Authorization Addendum (and any supplemental Credit Card Authorization Form provided by the Applicant to the Club) shall be true and correct in all respects. The Applicant hereby acknowledges and agrees that he/she is obligated to keep at least two (2) valid approved credit cards on file with the Club at all times, that the Club will charge a convenience fee as set forth in the Membership Plan for any charges paid by credit card, and that the Applicant shall be responsible for any amounts that are not paid by the credit card companies. All disputes on any such credit card accounts relating to the Club will be promptly brought to the Club's attention.

7. Acknowledgment Of Membership Rights. The Applicant hereby acknowledges and understands that the Club Operator will initially operate the Club. The Applicant further acknowledges that membership at the Club permits the Applicant the right to use the Club Facilities, but is not an investment in the Club Operator, the Club, or the Club Facilities, nor does membership confer on the Applicant any equity or ownership interest or any other property interest in the Club Operator, the Club, or the Club Facilities. Membership does not grant to the Applicant a vested or prescriptive right or easement to use the Club Facilities. The Applicant only obtains a non-exclusive revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Documents, as they may be amended from time to time. The Applicant hereby acknowledges and agrees that while such Applicant owns a Property in the Community, such Applicant shall be required to maintain the Purchased Membership in Good Standing in order to ensure that the purchaser of their Property in the Community will have the opportunity to become a Member of the Club. All rights and privileges of the Applicant and other members of the Club under the Membership Documents are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time.

As more particularly provided in the Membership Documents, and subject to any limitations provided therein, the Club Operator reserves the right, in its sole discretion, to terminate or modify the terms and conditions of the Membership Plan and the Rules and Regulations, to reserve memberships in the Club, to sell, lease, or otherwise dispose of the Club Facilities, to add, issue, modify, or terminate any category or class of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by its members.

8. Waiver And Indemnity. The Applicant acknowledges and agrees on behalf of himself or herself, and his or her immediate family members, extended family members, lessees and guests who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Operator, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Operator, either on or off the Club Facilities, shall do so at his or her own risk, waive, satisfy and forever discharge the Club Operator and each of the other Club Indemnified Parties from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which he or she may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Operator, including without limitation the use of golf carts provided by the Club or Club Operator or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Operator, either on or off the Club Facilities and shall defend, indemnify and hold harmless the Club Operator and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Applicant, or his or her immediate family members, extended family members, lessees and guests. Should the Applicant, or his or her immediate family members, extended family members, lessees or guests file a legal action against the Club Operator or any of the Club Indemnified Parties for any claim and fail to obtain judgment therein against it or them, the Applicant shall be liable to each of the Club Operator and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and para-professionals' fees (including fees acquired in connection with appellate proceedings).

9. Release Of Any Prior Obligations. The Applicant does, on behalf of his/her agents, successors, beneficiaries and assigns, hereby remise, release, and forever discharge the Club Operator, together with its respective current and former shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, affiliates, successors and assigns, from any and all causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, guarantees, indemnifications, promises, liens, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which the Applicant ever had, now has, or which the Applicant's agents, successors, and assigns hereafter can, shall, or may have, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date this Application and Membership Agreement has been accepted and executed by the Club Operator.

10. Use of Likeness and Statements. The Applicant hereby acknowledges that the Club may use photographs taken of the Applicant and other users at the Club and statements made by the Applicant at the Club for Club and/or any Club Communities publications without any prior approval.

11. Assignment. The Applicant's rights, privileges or interests under this Application and Membership Agreement are not assignable or transferable. However, the Club Operator may assign its interest in this Application and Membership Agreement and the Membership Documents, and in the event of such an assignment, the liability and obligations of such assignor shall be terminated effective as of such assignment.

12. Definitions. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth in the Membership Documents.

13. Governing Laws. This Application and Membership Agreement and the other Membership Documents shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. EACH PARTY TO THIS APPLICATION AND MEMBERSHIP AGREEMENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN SUCH PARTY AND ANY OTHER PARTY HERETO WITH RESPECT TO THIS APPLICATION AND MEMBERSHIP AGREEMENT.

FOR NON-CORPORATE MEMBERSHIP ONLY:

If the undersigned Primary Member has identified a Designated Adult in this Application and Membership Agreement, then the signature of the Primary Member's Designated Adult is required below, and such Designated Adult shall be jointly and severally liable for all of the Primary Member's obligations under the Membership Documents which are incurred while such person is the Designated Adult of the Applicant.

Date	Print Name of Primary Member	Signature of Primary Member
------	------------------------------	-----------------------------

Date	Print Name of Designated Adult	Signature of Designated Adult
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FOR CORPORATE MEMBERSHIP ONLY:

A Corporate Membership may have up to four (4) Member Designees. The Club Operator may require each Member Designee to complete a separate information sheet. Notwithstanding anything in the Membership Documents to the contrary, a Corporate Membership does not provide membership privileges for the immediate family of a Member Designee. The Corporate Member identified below and each Member Designee of the Purchased Membership shall be jointly and severally liable for all obligations associated with the Purchased Membership, and each Member Designee hereby agrees to all of the terms and conditions of this Application and Membership Agreement in the same manner as if the Member Designee was the Applicant hereunder.

Name of Corporate Member

Signature of Authorized Representative
Date: _____

Name of Member Designee (1)

Signature of Member Designee (1)
Date: _____

Name of Member Designee (2)

Signature of Member Designee (2)
Date: _____

Name of Member Designee (3)

Signature of Member Designee (2)
Date: _____

Name of Member Designee (4)

Signature of Member Designee (2)
Date: _____

This Application and Membership Agreement shall not be binding on the Club Operator until the acceptance below is signed by an authorized representative of the Club Operator.

ACCEPTANCE BY CLUB OPERATOR:

Cliffs Club Partners, LLC, a Delaware limited liability company

By: _____ Title: _____ Date: _____

Member Account #: _____ Property Reference: _____

MEMBERSHIP OFFICE CONTACT INFORMATION

250 Knightsridge Road
Travelers Rest, SC 29690
Attention: Membership Director

FOR CLUB USE ONLY

Member Account in Good Standing? Yes No

If no, amount outstanding \$ _____ as of _____ (date).

Are dues from Prior Club current from March 1, 2012? Yes No

Transfer Fee:

\$ _____	Date Received: _____	Check/Wire: _____	Balance Due \$ _____
\$ _____	Date Received: _____	Check/Wire: _____	Balance Due \$ _____
\$ _____	Date Received: _____	Check/Wire: _____	

Promissory Note Executed and Received

Due Dates: Payment 1 _____ Payment 2 _____

Reinstatement Fee: *(Historic Resigned Member only)*

\$ _____ Date Received: _____ Check/Wire: _____

Member Acct. # _____

Resignation Date: _____

Property Reference: _____

Termination Date: _____



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HISTORIC MEMBER ADDENDUM

Application and Membership Agreement

PRIMARY MEMBER NAME: _____

Member Account #: _____

Property Reference: _____

Community: _____ SECTION: _____ LOT: _____

This Historic Member Addendum is a part of the undersigned Applicant's Application and Membership Agreement to acquire the Purchased Membership, and all capitalized terms used herein shall have the meaning ascribed to such terms in such Application and Membership Agreement and/or the other Membership Documents. To the extent there is any inconsistency between the terms of this Historic Member Addendum and the terms of the other Membership Documents, the terms of this Historic Member Addendum shall supersede any such inconsistent terms in the other Membership Documents.

The Applicant previously acquired a club membership from The Cliffs Club & Hospitality Group, Inc. and/or its affiliates (together, the "Prior Clubs") and paid a membership deposit to the Prior Clubs (which membership deposit, as determined after applicable adjustments and set-offs, is referred to herein as the "Membership Deposit"). The Prior Clubs have filed for bankruptcy and, in connection with the bankruptcy, the Applicant has elected to acquire from the Club Operator the Purchased Membership pursuant to the terms of the Membership Documents. For purposes of this Historic Member Addendum, persons who were active members of the Prior Clubs with memberships in good standing prior to the effectuation of the Membership Documents by the Club Operator are referred to herein as "Historic Active Members" with respect to such memberships, and persons who were former members of one of the Prior Clubs with respect to memberships at the Prior Clubs that have been resigned and who have not received a repayment of their Membership Deposit are referred to herein as "Historic Resigned Members" with respect to such resigned memberships. A person may simultaneously qualify as both a Historic Active Member with respect to a membership at the Prior Clubs that has not been resigned and a Historic Resigned Member with respect to another membership at the Prior Club that has been resigned, and such determination shall be made with respect to each membership, separately, based upon the definitions of such terms above.

Any person who was a member of the Prior Clubs and who delivered a notice of resignation to the Prior Clubs within the twelve-month period prior to the date such person submits a completed Application and Membership Agreement and applicable Transfer Fee to the Club Operator shall not qualify as a Historic Resigned Member and shall be required to pay all dues applicable to their membership in the Prior Clubs with respect to the period from and after March 1, 2012 in order to constitute an active member in good standing with the Prior Clubs and, therefore, qualify as a Historic Active Member. **For purposes of clarification, a member of the Prior Clubs who qualifies as a Historic Active Member with respect to a membership in one of the Prior Clubs would not be required to pay an additional Reinstatement Fee under Section 3 hereof with respect to such membership to obtain the rights to a Refund Payment.**

This Historic Member Addendum includes certain provisions that are applicable to the Applicant, resulting from the Applicant's election, in connection with the bankruptcy of the Prior Clubs, to acquire the Purchased Membership, and the provisions included herein shall be incorporated into and become part of the Applicant's Application and Membership Agreement.

1. Categories of Membership. Each of the Cliffs Clubs will offer, among other categories of Membership, the following categories of Membership: Golf Memberships; Sports Memberships; Wellness Memberships; and Social Memberships. The Cliffs Clubs will also offer various sub-categories within certain of the above-described categories of Membership, as described in the Membership Plan.

a. Transfers by Cliffs Golf and Charter Members. Historic Active Members and Historic Resigned Members who held either a Cliffs Golf Membership or Cliffs Charter Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Golf Membership in the Full Golf sub-category. Notwithstanding the foregoing: (i) a Non-Resident Golf sub-category will be available for those who qualify as a Non-Resident Member as defined in the Membership Plan; and (ii) a limited number of downgrades from Full Golf to the Home Golf sub-category of Membership (to become effective January 1, 2013) will be permitted to those who request such downgrade at the time of submitting their Application and Membership Agreement, which downgrades will be limited with respect to each Cliffs Club to five percent (5%) of the total number of Historic Active Members and Historic Resigned Members who acquire a Golf Membership at such Cliffs Club within thirty (30) days following the transfer of the Club Facilities to the Cliffs Clubs and who are paying Golf Membership level dues (other than as a Non-Resident Golf sub-category). First priority for downgrades will be given to those Historic Active Members and Historic Resigned Members who qualify as Generational Members based upon the total number of years they have been a Member at the Cliffs Clubs and/or a member of the Prior Clubs, and any remaining slots for downgrades will be awarded based upon a lottery system established by the Club Operator. Historic Active Members and Historic Resigned Members who acquire a Full Golf Membership and request to downgrade to a Home Golf Membership upon submission of their Application and Membership Agreement (with applicable Transfer Fee) and who are not awarded a downgrade upon becoming a Member due to the five percent (5%) cap, will be placed on a downgrade waiting list and be permitted to downgrade to a Home Golf sub-category effective as of a subsequent calendar year as provided in Section 7 below.

b. Transfers by Cliffs Family and Sports Members. Historic Active Members and Historic Resigned Members who held either a Cliffs Family Membership or Cliffs Sports Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Sports Membership in the Full Sports sub-category. Notwithstanding the foregoing: (i) a Non-Resident Sports sub-category will be available for those who qualify as a Non-Resident Member as defined in the Membership Plan; and (ii) a limited number of downgrades from Full Sports to Wellness category of Membership (to become effective January 1, 2014) will be permitted to those who request such downgrade at the time of submitting their Application and Membership Agreement, which downgrades will be limited with respect to each Cliffs Club to five percent (5%) of the total number of Historic Active Members and Historic Resigned Members who acquire a Full Sports Membership at such Cliffs Club within thirty (30) days following the transfer of the Club Facilities to the Cliffs Clubs and who are paying Full Sports Membership level dues. First priority for downgrades will be given to those Historic Active Members and Historic Resigned Members who qualify as Generational Members based upon the total number of years they have been a Member at the Cliffs Clubs and/or a member of the Prior Clubs, and any remaining slots for downgrades will be awarded based upon a lottery system established by the Club Operator. Historic Active Members and Historic Resigned Members who acquire a Full Sports Membership and request to downgrade to a Wellness Membership category upon submission of their Application and Membership Agreement (with applicable Transfer Fee) and who are not awarded a downgrade to become effective January 1, 2014 due to the five percent (5%) cap, will be placed on a downgrade waiting list and be permitted to downgrade to a Wellness Membership effective as of a subsequent calendar year as provided in Section 7 below.

c. Transfers by Cliffs Wellness Members. Historic Active Members and Historic Resigned Members who held a Cliffs Wellness Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Wellness Membership. Notwithstanding the foregoing, a

limited number of downgrades from Wellness Membership to Social Membership (to become effective January 1, 2014) will be permitted to those who request such downgrade at the time of submitting their Application and Membership Agreement, which downgrades will be limited with respect to each Cliffs Club to five percent (5%) of the total number of Historic Active Members and Historic Resigned Members who acquire a Wellness Membership at such Cliffs Club within thirty (30) days following the transfer of the Club Facilities to the Cliffs Clubs and who are paying Wellness Membership level dues. First priority for downgrades will be given to those Historic Active Members and Historic Resigned Members who qualify as Generational Members based upon the total number of years they have been a Member at the Cliffs Clubs and/or a member of the Prior Clubs, and any remaining slots for downgrades will be awarded based upon a lottery system established by the Club Operator. Historic Active Members and Historic Resigned Members who acquire a Wellness Membership and request to downgrade to a Social Membership upon submission of their Application and Membership Agreement (with applicable Transfer Fee) and are not awarded a downgrade to become effective January 1, 2014 due to the five percent (5%) cap, will be placed on a downgrade waiting list and be permitted to downgrade to a Social Membership effective as of a subsequent calendar year as provided in Section 7 below.

d. Transfers by Cliffs Corporate Members. Historic Active Members and Historic Resigned Members who held a Cliffs Corporate Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Corporate Membership.

e. Transfers by Cliffs Residence Club Members. Historic Active Members and Historic Resigned Members who held a Cliffs Residence Club Membership at the Prior Clubs will be permitted to acquire, upon payment of the applicable Transfer Fee, a Cliffs Residence Club Membership.

If a Historic Active Member or Historic Resigned Member holds more than one membership at the Prior Clubs, such person would be required to submit a separate Application and Membership Agreement with respect to each Membership being acquired at the Cliffs Clubs. Any Historic Active Member or Historic Resigned Member who owns a Property within The Cliffs at High Carolina, who held a category of membership in the Prior Clubs, and who acquires a Membership in the Cliffs Clubs, would have the option, upon submitting their respective Application and Membership Agreement, to select which of the Cliffs Clubs would be the Home Club with respect to the Membership associated with such Property located within The Cliffs at High Carolina.

2. Initiation Fees/Transfer Fees. The Club Operator currently anticipates charging the following Initiation Fee for membership at the Cliffs Clubs:

Category of Membership	Initiation Fee
Golf Membership	\$50,000
Corporate Membership	\$50,000
Sports Membership	\$35,000
Wellness Membership	\$20,000
Social Membership	\$20,000

However, the Applicant will not be required to pay the standard Initiation Fee for the Purchased Membership, but will be required to pay the applicable Transfer Fee for the category of Membership being acquired by the Applicant. The applicable transfer fee ("Transfer Fee") for the various categories of Membership are as follows:

Category of Membership	Transfer Fee
Golf Membership	\$5,000*
Corporate Membership	\$5,000*
Sports Membership (formerly Family Membership)	\$2,500
Residence Club Membership	\$2,500
Wellness Membership	\$1,500

* The Applicant, if acquiring a Golf Membership or Corporate Membership, may elect instead to pay, through an installment plan, an increased sum of \$5,740, as follows: an initial payment of \$2,500 at the time of submitting the Application and Membership Agreement to the Club Operator, and delivery of a promissory note for the remaining balance payable in 24 monthly installments of \$135.

The Transfer Fee payable by the Applicant hereunder shall be deemed to be the Initiation Fee for purposes of the Membership Documents and is not refundable.

3. Reinstatement Fee. If the Applicant is a Historic Resigned Member, the Applicant shall also be required to pay the applicable Reinstatement Fee in order to obtain the rights to receive a Refund Payment under Section 5 below of this Historic Member Addendum. The applicable reinstatement fee ("Reinstatement Fee") for the various categories of Membership are as follows:

Category of Membership	Reinstatement Fee
Golf Membership	\$2,500
Corporate Membership	\$2,500
Sports Membership (formerly Family Membership)	\$1,500
Residence Club Membership	\$1,500
Wellness Membership	\$750

A Historic Resigned Member who fails to pay the Reinstatement Fee at the time of submitting the applicable Application and Membership Agreement shall have no right to receive any Refund Payment. Any Reinstatement Fee paid by the Applicant shall be deemed to be part of the Applicant's Initiation Fee for purposes of the Membership Documents and is not refundable.

4. Amnesty Program. The Club Operator intends to implement an amnesty program (the "Property Owner Amnesty Program") available to each person who currently owns Property in a Cliffs Community and is not a member of the Prior Clubs immediately prior to the transfer of the Club Facilities to the Cliffs Clubs. The Property Owner Amnesty Program, as currently contemplated, would require persons qualifying under the program to pay an activation fee in an amount equal to the applicable Transfer Fee, set forth in Section 2 above, for the selected Membership category. In addition, such persons qualifying for the Property Owner Amnesty Program would also be required to pay an Initiation Fee for the selected Membership category equal to the Initiation Fee set forth in Section 2 above, but would receive a credit of \$20,000 toward the payment of the applicable Initiation Fee. Historic Resigned Members will be permitted to participate in the Property Owner Amnesty Program and will, therefore, have the option to either join the Cliffs Clubs as a Historic Resigned Member pursuant to the terms set forth in this Historic Member Addendum or join the Cliffs Clubs under the Property Owner Amnesty Program. In the event that a Historic Resigned Member acquires a Membership in the Cliffs Clubs pursuant to the Property Owner Amnesty Program, such Member will not be entitled to any Refund Payment. It is also intended that former members of the Prior Clubs, who own a Property in a Cliffs Community and who previously resigned but received a full refund of their membership deposit from the Prior Clubs, would also be eligible to participate in the Property Owner Amnesty Program.

5. Refund Payment.

a. *Waiting List and Reissuance.* A waiting list for the reissuance of a resigned Membership will be established for any Member who was either a Historic Active Member that paid the applicable Transfer Fee or a Historic Resigned Member that paid both the applicable Transfer Fee and applicable Reinstatement Fee; provided, however, that unless and until the Cliffs Clubs begins to actively offer Residence Club Memberships to others, no waiting list will be established for Residence Club Memberships and holders thereof, in order to obtain a Refund Payment, must arrange through the Club Operator for the reissuance of such Residence Club Membership to the buyer of such Member's interest in the applicable Property to which the Membership relates. Memberships on an applicable waiting list for reissuance will be issued in accordance with a rotating resale program, as follows: For each five (5) Memberships sold by the Cliffs Clubs within a given category of Membership, one (1) Membership will be reissued from the waiting list established for that category of Membership. For purposes of maintaining the applicable waiting lists, all sub-categories within a given category of Membership (without regard to which of the Cliffs Clubs such Membership relates) will be included within the same waiting list, and will be reissued from such waiting list, in accordance with the rotating resale program described above, on a first resigned, first reissued basis, with respect to each category of Membership. Corporate Memberships will be included in the same waiting list as Golf Memberships.

b. *Amount of Refund Payment and Vesting.* Upon the reissuance of a Membership from the applicable waiting list or as otherwise expressly provided in this Historic Member Addendum, the resigned Member who was either a Historic Active Member or Historic Resigned Member (who paid the applicable Reinstatement Fee) would be entitled to a refund payment ("Refund Payment") equal to the Applicable Percentage, multiplied by the lesser of: (i) the amount of the Membership Deposit; or (ii) seventy-five percent (75%) of the Initiation Fee then being charged by the Club Operator (at the time of such resignation) for the resigned Member's initial category of Membership acquired at the Cliffs Clubs, but if such Member downgrades to a lower category of Membership and fails to upgrade back to the initial category of Membership (or higher) within two years following the downgrade, then the relevant category of Membership for purposes of this clause (2) shall be such lower category of Membership and not the initial category of Membership. Except as may be modified by the Order of Confirmation of the Chapter 11 Plan issued by the United States Bankruptcy Court, District of South Carolina, Case No. 12-01220, for purposes of calculating the Refund Payment, the "Applicable Percentage" shall be determined based upon the length of time a Member keeps his/her Membership in Good Standing upon becoming a Member under the Membership Documents, as follows: (A) 20% commencing upon the 1st anniversary of becoming a Member under the Membership Documents; (B) 40% commencing upon the 2nd anniversary of becoming a Member under the Membership Documents; (C) 60% commencing upon the 3rd anniversary of becoming a Member under the Membership Documents; (D) 80% commencing upon the 4th anniversary of becoming a Member under the Membership Documents; and (E) 100% commencing upon the 5th anniversary of becoming a Member under the Membership Documents. Until

the 1st anniversary of becoming a Member under the new Membership Plan, the Applicable Percentage shall be zero.

c. *Payment of Refund Payment and Accelerated Vesting.* Upon the sale of the Applicant's Property in a Cliffs Community, if the Applicant arranges to have the purchaser of such Applicant's Property acquire a Membership at the Cliffs Clubs at the time of the closing of the Property sale, then: (i) notwithstanding the vesting schedule described above, the Applicant shall become fully vested in the right to the Refund Payment; (ii) if the purchaser of the Applicant's Property acquires an equal or greater category of Membership than that held by the Applicant, the Applicant's resigned Membership will not be placed on a waiting list for reissuance and the Applicant shall be paid the applicable Refund Payment at the closing of the sale of such Applicant's Property or within thirty (30) days after the date of issuance of the Membership to the purchaser of the Applicant's Property; and (iii) if the purchaser of the Applicant's Property acquires a lower category of Membership than that held by the Applicant, the Applicant shall be paid a portion of the applicable Refund Payment equal to 75% of the Initiation Fee paid by the purchaser of such Applicant's Property (not to exceed the amount of the Refund Payment) at the closing of the sale of such Applicant's Property or within thirty (30) days after the date of issuance of the Membership to the purchaser of the Applicant's Property, and the Applicant's resigned Membership will be placed on the applicable waiting list with the remaining balance of the Refund Payment, if any, being paid within thirty (30) days following the reissuance of such Applicant's resigned Membership from the waiting list.

Notwithstanding anything to the contrary in Section 34 of the Membership Plan, in the event of a termination of the Applicant's Membership as provided in Section 34 of the Membership Plan, the Applicant shall become automatically vested in the full Refund Payment and shall be paid the Refund Payment within sixty (60) days following the effective date of such termination, but shall not be entitled to any portion of the Transfer Fee or Reinstatement Fee paid by such Applicant. Notwithstanding the foregoing, if the Applicant's Membership is revoked or terminated pursuant to the terms of the Membership Documents due to a default in payment or other disciplinary action, the Applicant's right to a Refund Payment hereunder shall be automatically forfeited, waived, and released.

6. Upgrades.

a. *Upon Acquisition.* Historic Active Members and Historic Resigned Members may upgrade to a higher category of Membership immediately at the time of submitting their Application and Membership Agreement by agreeing to pay the applicable Transfer Fee and, if applicable, Reinstatement Fee for the higher category of Membership. For purposes of clarification, the Refund Payment calculation described in Section 5.b above will initially be based upon the category of Membership initially acquired. As a result, by paying the Transfer Fee and, if applicable, the Reinstatement Fee for such higher category of Membership, the Refund Payment calculation would be based upon the higher category of Membership.

b. *After Acquisition.* If the Applicant does not upgrade pursuant to Section 6.a above, the Applicant may subsequently upgrade to a higher category of Membership pursuant to the provisions of Section 21 of the Membership Plan, subject to availability. If the Applicant elects to upgrade pursuant to Section 21 of the Membership Plan to a higher category of Membership at any time during the two-year period commencing upon the issuance of the Purchased Membership to the Applicant, then the Applicant may elect, in lieu of paying the upgrade fee required under Section 21 of the Membership Plan, to have such upgrade fee set-off against the Refund Payment obligation, if any, payable to the Applicant (assuming for this purpose only that the Refund Payment was fully vested at the time of the upgrade). The Applicant shall not have the option to set-off against the Refund Payment any other amounts owed in connection with such Applicant's Membership, including, without limitation, any dues, fees or other charges owed to the Club Operator, except with respect to the Generational Member Discount Program described in Section 8 below.

7. Downgrades After Transfer. With respect to any downgrades not awarded pursuant to the provisions of Section 1 of this Historic Member Addendum, Historic Active Members and Historic Resigned Members may downgrade to a lower category or sub-category of Membership subject to the following

conditions, which conditions may be modified by the Club Operator in its sole discretion (but may not be modified to reduce the 5% cap in clause (b) below): (a) Historic Active Members and Historic Resigned Members will be permitted to downgrade a Membership by only one Membership level (e.g., Full Golf to Home Golf, Home Golf to Full Sports, Full Sports to Wellness, and Wellness to Social; For Non-Residents—Non-Resident Golf to Non-Resident Sports, Non-Resident Sports to Wellness, and Wellness to Social) per each annual request, provided that the Member qualifies for such sub-category level (i.e., Non-Resident Golf and Non-Resident Sports are reserved for Non-Resident Members only); (b) with respect to downgrades from each Membership level at each respective Cliffs Club, downgrades in any given year will be limited to five percent (5%) of the total number of Memberships in such category or sub-category. With respect to any downgrades (other than those effective for January 1, 2013 under Section 1.a and those effective for January 1, 2014 under Section 1.b or Section 1.c above), all downgrade requests throughout the calendar year up to November 30th of any given year will be eligible for consideration of a downgrade for the next calendar year subject to such other limitations set forth herein. Should more downgrade requests exist than eligible slots, then first priority for downgrades will be given to those Historic Active Members and Historic Resigned Members who qualify as Generational Members, based upon the total number of years they have been a Member at the Cliffs Clubs and/or a member of the Prior Clubs, and a lottery will be held in December by the Club Operator to determine which requests made during such year will become effective for the following year. The Club Operator reserves the right from time to time to determine the method and procedures to be used in implementing the lottery for downgrades.

8. Generational Member Benefits. To qualify as a "Generational Member", the Primary Member or the spouse or other Designated Adult must be at least 75 years of age and must have been a Member of the Cliffs Clubs and/or a member of the Prior Clubs for at least ten (10) years. Generational Members will be given a higher priority on any downgrade waiting list available to Historic Active Members and Historic Resigned Members, as provided in Section 1 and Section 7 hereof. Generational Members with a Golf Membership will also be eligible for the Generational Member Discount Program. The Generational Member Discount Program offers Generational Members with Golf Membership an ability to setoff fifty percent (50%) of their annual Golf Membership level dues against their right to a Refund Payment (determined as if fully vested) with respect to such Golf Membership. Total number of Members eligible for the Generational Member Discount Program at any given time shall be limited to three percent (3%) of the total number of Golf Members at the applicable Cliffs Club; provided, however, that any Historic Active Member or Historic Resigned Member who qualifies as a Generational Member hereunder and who was participating in a similar discount program with the Prior Clubs will be included in the Generational Member Discount Program notwithstanding the three percent (3%) cap. Priority for determining who may be added to the Generational Member Discount Program will be determined based upon the date such Member first becomes eligible to participate in the program and if there is a tie, then the Member who has been a Member at the Cliffs Clubs (and/or a member of the Prior Clubs) for the longer period of time will be given the higher priority. The Club Operator may from time to time, in its sole discretion, provide additional benefits for Members who qualify as Generational Members.

9. Acknowledgement. The Applicant hereby acknowledges and agrees, notwithstanding anything in the Membership Documents to the contrary, that: (a) Applicant shall be required to pay dues with respect to their applicable category of Membership for at least one full year after joining the Cliffs Clubs, irrespective of any resignation during that time; and (b) the Club Operator has not assumed any obligations of the Prior Clubs and the Club Operator's sole obligations to the Applicant are set forth in the Membership Documents, which includes, without limitation, the obligation to pay the Refund Payment as set forth herein.

To be eligible to join the Cliffs Clubs as a Historic Active Member or Historic Resigned Member pursuant to the terms of this Addendum, Applicant's Application must be completed and submitted to the Club Operator, along with the applicable Transfer Fee indicated above, no later than August 9, 2012.

By signing below, the Applicant hereby acknowledges and agrees to the terms set forth in this Historic Member Addendum.

APPLICANT:

Date Print Name of Primary Member/
Corporate Member Signature of Primary Member/
Authorized Representative

ACCEPTANCE BY CLUB OPERATOR:

Cliffs Club Partners, LLC, a Delaware limited liability company

By: _____ Title: _____ Date: _____

Member Account # : _____ Property Reference: _____



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Current Schedule of Initiation Fees, Dues, Other Fees and Charges

A – Transfer Fees and Reinstatement Fees for Historic Members

<u>Historic Membership Categories</u>	<u>Transfer Fee</u>	<u>Reinstatement Fee</u>
Golf and Charter Membership	\$5,000*	\$2,500
Family and Sports Membership	\$2,500	\$1,500
Wellness Membership	\$1,500	\$750
Corporate Membership	\$5,000	\$2,500
Residence Club Membership	\$2,500	\$1,500

* Financing option available requiring total payment of \$5,740: \$2,500 down, remaining balance paid in 24 monthly installments of \$135.

B – Membership Categories, Initiation Fees and Activation Fees

<u>Primary Membership Categories</u>	<u>General Initiation Fees</u>	<u>Activation Fees under Property Owner Amnesty Program*</u>
Golf Membership	\$50,000	\$5,000
Sports Membership	\$35,000	\$2,500
Wellness Membership	\$20,000	\$1,500
Social Membership	\$20,000	\$1,500
<u>Other Membership Categories</u>		
Corporate Membership	\$50,000	\$5,000

* The Club Operator intends to implement a Property Owner Amnesty Program to encourage all Property Owners who do not have a Membership (which will include any Historic Resigned Member who elects not to pay a Transfer Fee and transfer over under the applicable Historic Member Addendum) to acquire a Membership in the new Cliffs Clubs. A person acquiring a Membership under the Property Owner Amnesty Program will be required to pay the Activation Fee plus the Initiation Fee set forth above for the applicable category of Membership. As an incentive, however, any person acquiring a Membership under the Property Owner Amnesty Program will receive a credit of \$20,000 toward the payment of their Initiation Fee, so that the Total Fee under the Property Owner Amnesty Program, which includes the Initiation Fee + Activation Fee – Discount, will be: \$35,000 for a Golf or Corporate Membership; \$17,500 for a Sports Membership; and \$1,500 for either a Wellness or Social Membership. The following financing option will be available for purchasers of Golf Memberships pursuant to the Property Owner Amnesty Program: An initial payment of at least \$17,500, with the remaining balance paid in 2 semi-annual payments accruing interest at 8%.

C – Applicable Dues

<u>Membership Levels</u>	<u>Annual Dues</u>
Full Golf *	\$10,380
Home Golf	\$9,340
Non-Resident Golf	\$8,300
Full Sports*	\$5,280
Non-Resident Sports	\$4,225
Wellness*	\$3,720
Social	\$1,860
Corporate* (Maximum 4 Designees)	\$10,380 Includes up to 2 Designees \$ 5,190 for each additional Designee
Residence Club*	\$1,875

* These are the applicable Membership levels that would generally be acquired by Historic Active Members and Historic Resigned Members upon transferring to the new Cliffs Clubs.

D – Other Fees and Charges

<u>Dues Levels</u>	<u>Home Course Green Fee</u>	<u>Reciprocal Green Fee</u>	<u>Escorted Guest Fee</u>	<u>Unescorted Guest Fee</u>	<u>Food and Beverage Minimum</u>	<u>Locker Rental</u>	<u>Bag Storage</u>
Full Golf	No Charge	No Charge	\$65 Home Club, \$65 Other	\$165.00	\$1,200	\$125	\$125
Home Golf	No Charge	\$65.00	\$65 Home Club, \$95 Other	\$165.00	\$1,200	\$125	\$125
Non-Resident Golf	\$65.00	\$65.00	\$65 Home Club, \$95 Other	\$165.00	\$600	\$125	\$125
Full Sports	\$65.00	\$95.00	\$65 Home Club, \$95 Other	\$165.00	\$1,200	\$125	\$125
Non-Resident Sports	\$65.00	\$95.00	\$65 Home Club, \$95 Other	\$165.00	\$600	\$125	\$125
Wellness	N/A	N/A	N/A	N/A	\$1,200 Residents \$600 Non-Residents	N/A	N/A
Social	N/A	N/A	N/A	N/A	\$1,200 Residents \$600 Non-Residents	N/A	N/A
Corporate Residence Club	No Charge	No Charge	\$65 Home Club, \$95 Other	\$165.00	\$1,200 per Designee	\$125	\$125
	No Charge	No Charge	\$65 Home Club, \$95 Other	\$165.00	N/A	\$125	\$125

The Club Operator, in its discretion, may establish a different level of guest fees for certain extended family members. In addition, a nominal guest fee of \$25 will be charged for Juniors. Cart fees will be charged at \$22 for 18 holes and \$14 for 9 holes, and Golf Members may participate in the Annual Cart Program for a fee of \$1,850 for Family and \$1,500 for Single. Full Golf Members will not be charged for up to 20 rounds of cart fees for the Primary Member or will be eligible for an equivalent discount toward the Annual Cart Program fee. Members will be charged a service fee of 18% on all food and beverage purchases and 20% for any catering services.

The applicable fees, dues and charges set forth in this Schedule of Initiation Fees, Dues, Other Fees and Charges (this "Schedule") are subject to change from time to time, as provided in The Cliffs Master Membership Plan, as amended (the "Membership Plan"). The terms and conditions of membership at any of the Cliffs Clubs are set forth in the applicable Membership Documents, as such term is defined in the Membership Plan, and all statements and information included in this Schedule are subject to the terms and conditions of the Membership Plan and other Membership Documents, as such may be amended from time to time. Additional fees and charges that are not stated herein may be applicable for additional services or privileges.



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CREDIT CARD AUTHORIZATION ADDENDUM

1. Billing Address Information

Name: _____

Member #: _____

Address: _____

City/State: _____

Zip Code: _____

Phone #: _____

2. Account Information

I authorize the Club or its management company, Cliffs Club Services, LLC, to charge all monthly Club charges to one of my two credit cards listed below. I have listed one primary and one "back-up" – VISA, MASTERCARD, AMERICAN EXPRESS OR DISCOVER ONLY.

Primary Credit Card Info. VISA MASTERCARD AMEX DISCOVER

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

Back-Up Credit Card Info. VISA MASTERCARD AMEX DISCOVER

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

Signature: _____ Date: _____



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THE CLIFFS CLUBS
AUTOMATIC WITHDRAWAL AUTHORIZATION FORM

Automatic Check Handling (ACH Debit)

1. Personal Information:

Name: _____
Address: _____
City/State: _____
Zip Code: _____
Phone: _____

2. Account Information:

Account Type: _____
Bank Name/Depository: _____
Branch Name: _____
City/State: _____
Zip Code: _____
Bank Phone: _____
Transit/ABA Number: _____
Account #: _____

I/we hereby authorize Cliffs Club Services, LLC (the "Management Company") to initiate debit entries to my/our account(s) at the bank/depository ("Bank") named above on a monthly basis for the payment of my/our dues, fees, and charges relating to any club of which I am a member or have privileges and which is managed by the Management Company (together, the "Club").

This authority is to remain in full force and effect until the Management Company has received written notification from me/us of its termination in such time and in such manner as to afford the Management Company and Bank a reasonable opportunity to act on it.

Signature: _____

Spouse's Signature: _____

Date: _____

PLEASE ATTACH A VOIDED OR CANCELLED CHECK! To void a check, simply write "VOID" in large letters across a blank check.



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NON-RESIDENT MEMBER ADDENDUM
Application and Membership Agreement

This Non-Resident Member Addendum is a part of the under signed Applicant's Application and Membership Agreement to acquire the Purchased Membership, and all capitalized terms used herein shall have the meaning ascribed to such terms in such Application and Membership Agreement and/or the other Membership Documents.

The Applicant has elected to acquire either a Non-Resident Golf sub-category of Membership or a Non-Resident Sports sub-category of Membership (which requires the Applicant to qualify as a Non-Resident Member), or has requested to be treated as a Non-Resident Member with respect to their category of Membership. To qualify as a Non-Resident Member, (1) neither the Applicant nor any member of such Applicant's immediate family may own a residence, or lease or reside at a residence (other than on a transient basis), located within a Cliffs Community or within a 125 mile radius from the nearest Cliffs Club, and (2) the Applicant must have executed and delivered to the Club Operator this Non-Resident Member Addendum. By executing this Non-Resident Member Addendum, the Applicant hereby represents and warrants to the Club Operator that neither the Applicant nor any member of such Applicant's immediate family owns a residence, or leases or resides at a residence (other than on a transient basis), located within a Cliffs Community or within a 125 mile radius from the nearest Cliffs Club. The Applicant hereby covenants and agrees that in the event that the Applicant or any member of Applicant's immediate family acquires a residence, or leases or begins to reside at a residence (other than on a transient basis), located within a Cliffs Community or within a 125 mile radius from the nearest Cliffs Club, the Applicant shall notify the Membership Office in writing within five (5) days following such acquisition, lease or commencement of residence. Effective immediately upon the acquisition, or lease or commencement of residence (other than on a transient basis), by the Applicant or any member of Applicant's immediate family of a residence located within a Cliffs Community or any other residence located within a 125 mile radius from the nearest Cliffs Club, then: (A) Applicant shall no longer qualify as a Non-Resident Member; (B) if the Applicant holds a Non-Resident Golf Membership or Non-Resident Sports Membership, such Membership shall be automatically upgraded to the next highest sub-category within that category of Membership; and (C) the Applicant shall be required to immediately pay any applicable fees associated with such automatic upgrade and the additional dues associated with such higher sub-category of Membership from and after the date that such Applicant no longer qualified as a Non-Resident Member. In the event that a residence is being constructed for the Applicant within a Cliffs Community or within a 125 mile radius of any Cliffs Clubs, the Applicant shall be deemed to have acquired the residence on the date that the certificate of occupancy is issued with respect to such residence. The Applicant hereby acknowledges that the representations, warranties, covenants and agreements of Applicant set forth in this Non-Resident Member Addendum is being relied upon by the Club Operator and is a material inducement for the Club Operator's agreement to allow the Applicant to be treated as a Non-Resident Member for purposes of the Membership Documents.

By signing below, the Applicant hereby acknowledges and agrees to the terms set forth in this Non-Resident Member Addendum.

APPLICANT:

_____ Date

_____ Print Name of Primary Member

_____ Signature of Primary Member

THE
LAKE COMPANY
LAKE KOSWEE, SC