

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.



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 the 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

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: _____



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: _____



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, \$95 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	No Charge No Charge	\$65 Home Club, \$95 Other \$65 Home Club, \$95 Other	\$165.00 \$165.00	\$1,200 per Designee N/A	\$125 \$125	\$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.



thecliffs™

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: _____



thecliffs

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.



thecliffs™

NON-RESIDENT MEMBER ADDENDUM
Application and Membership Agreement

This Non-Resident 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.

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 CLIFFS CLUBS
APPLICATION AND MEMBERSHIP AGREEMENT
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 _____

Name of Employer _____

Occupation and/or Nature of Business _____

Title _____ Years in Present Employment _____

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 _____
Name of Employer _____
Occupation and/or Nature of Business _____
Title _____ Years in Present Employment _____

Business
Address: _____
Street _____
City _____ State _____ Zip _____

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

REFERENCES

CLUB/SOCIAL REFERENCES:

1.

Name of Club/Organization	Year Accepted	
City	State	Present/Former Member
Are you in good standing? ☐ Yes ☐ No		
If no, please explain _____		
2.

Name of Club/Organization	Year Accepted	
City	State	Present/Former Member
Are you in good standing? ☐ Yes ☐ No		
If no, please explain _____		

PERSONAL REFERENCES:

1.

Name	Telephone #	Years Known
Street		
City	State	Zip
2.

Name	Telephone #	Years Known
Street		
City	State	Zip

BANK/CREDIT REFERENCES:

Name of Institution	Branch	Officer to Contact
---------------------	--------	--------------------

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 Initiation Fee to the order of Cliffs Club Services, LLC of \$_____. The Applicant has selected the sub-category 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 Applicant hereby represents and warrants to the Club and Club Operator that such information is accurate. The Applicant hereby authorizes the Club Operator to obtain a credit report of the Applicant, check the references provided herein 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 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:

- ☒ Current Schedule of Initiation Fees, Dues, Other Fees and Charges (*required*)
- ☒ Credit Card Authorization Addendum (*required*)
- ☐ ACH Authorization Addendum (*optional*)
- ☐ Property Owner Amnesty Program Addendum (*if applicable*)
- ☐ 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 the 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
---------------	---	--

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

Initiation Fee: (New Member / Amnesty Program - \$20,000 credit received ☐)

\$ _____	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 _____

Member Acct. # _____

Resignation Date: _____

Property Reference: _____

Termination Date: _____



PROPERTY OWNER AMNESTY PROGRAM ADDENDUM

Application and Membership Agreement

This Property Owner Amnesty Program Addendum (this "Addendum") is a part of the undersigned Applicant's Application and Membership Agreement to which this Addendum is attached (the "Applicant's Application") to acquire the Purchased Membership and the provisions included herein shall be incorporated into and become part of the Applicant's Application. All capitalized terms used herein shall have the meaning ascribed to such terms in the Applicant's Application and/or the other Membership Documents. To the extent there is any inconsistency between the terms of this Addendum and the terms of the other Membership Documents, the terms of this Addendum shall supersede any such inconsistent terms in the other Membership Documents.

The Club Operator has implanted a program (the "Property Owner Amnesty Program") in an effort to encourage current owners of Property within the Cliffs Communities to obtain a Membership at the Cliffs Clubs that would be associated with such current owner's Property, as described in their applicable Application and Membership Agreement. The Applicant has elected to acquire the Purchased Membership pursuant to the Property Owner Amnesty Program, with respect to the Property identified in the Applicant's Application. As such, the Applicant shall be entitled to a discount of \$20,000 toward the applicable Initiation Fee payable by the Applicant for the Applicant's category of Membership, but shall be required to also pay a non-refundable Activation Fee. The applicable Initiation Fee and Activation Fee for the various categories of Membership are as follows:

Category of Membership	Initiation Fee, less discount	Activation Fee	Total Fees (less discount)
Golf Membership	\$50,000 - \$20,000 = \$30,000	\$5,000	\$35,000
Corporate Membership	\$50,000 - \$20,000 = \$30,000	\$5,000	\$35,000
Sports Membership	\$35,000 - \$20,000 = \$15,000	\$2,500	\$17,500
Wellness Membership	\$20,000 - \$20,000 = \$0.00	\$1,500	\$1,500
Social Membership	\$20,000 - \$20,000 = \$0.00	\$1,500	\$1,500

The total of the applicable Initiation Fee set forth above (less discount), plus the applicable Activation Fee will be the "Initiation Fee" to be included in Section 1 of the Terms and Conditions of the Applicant's Application.

To be eligible to participate in the Property Owner Amnesty Program, Applicant's Application must be completed and submitted to Club Operator, along with the applicable Total Fees (less discount) indicated above, no later than August 31, 2012.