
THE PINEVILLE CLUB

PLAN FOR THE OFFERING OF MEMBERSHIPS

June 2007

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A. INTRODUCTION

MEMBERSHIP OPPORTUNITY

The Pineville Club is offering an opportunity to be a member of a swimming, exercise, tennis and social-oriented club in accordance with the terms and conditions of this Membership Plan. Membership at The Pineville Club provides an opportunity to enjoy a variety of recreational and social facilities and to participate in various social activities and events. Pursuant to this Membership Plan, the privilege of using the facilities provided at The Pineville Club is available to members, immediate family members, guests of members, non-member daily users and such other persons as may be permitted by the Club from time to time.

B. CLUB FACILITIES

DESCRIPTION OF THE CLUB FACILITIES

The facilities to be provided at The Pineville Club which are collectively referred to herein as the “Club Facilities”, subject to obtaining all necessary governmental approvals and permits, are anticipated to include the following:

- * An indoor swimming pool and spa facility;
- * An outdoor family oriented swimming pool;
- * An exercise facility offering cardiovascular equipment and weight machines;
- * Outdoor tennis courts
- ;
- * A children’s playground area; and
- * A clubhouse offering banquet facilities, administrative offices and patio/deck areas.

Construction of the Club Facilities will be phased. Construction of certain of the facilities has commenced and it is anticipated that the indoor swimming pool, outdoor swimming pool, exercise facility, tennis courts and children’s playground area will be open for use in 2008. Construction of the clubhouse shall commence no later than six months after the closing of the sale of 1,200 homesites within The Village @ Flowers Plantation residential community (“The Village”) and obtaining all necessary governmental approvals and permits. The Village shall include the residential community consisting of approximately 1,200 acres and generally bounded by Mill Creek on the west side and Buffalo Creek on the east side, and where the owners of such residences and homesites within The Village are members of The Village, Inc. that serves as the master property owners association for the residential community.

If the construction and/or operation of any of the Club Facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, droughts, storms, explosions, accidents, epidemics, war, civil disorders, acts of terrorism, strikes or other labor difficulties, shortages or the failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Club, whether or not specifically mentioned herein, the Club shall be excused, discharged and released from performance to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind.

THE CLUB MAY PROVIDE ADDITIONAL FACILITIES

The Club reserves the right to change, alter and otherwise modify the Club Facilities that may be provided at The Pineville Club from time to time and therefore, the number, size, scope and nature of the Club Facilities are subject to change in the discretion of the Club. In addition, the Club reserves the right to provide additional facilities at The Pineville Club, including dining facilities. Membership does not create any presumption that the Club Facilities or the services that are available at The Pineville Club from time to time will continue to be available in their current state or condition once completed and open for use.

C. MEMBERSHIP PRIVILEGES

ONE CLASSIFICATION OF MEMBERSHIP IS INITIALLY AVAILABLE AT THE PINEVILLE CLUB

The Club will initially offer one classification of non-equity, non-proprietary and non-participatory membership known as “Club Memberships.” A non-equity membership does not create any equity or ownership interest in the Club or the Club Facilities. A person who obtains a Club Membership is sometimes hereinafter referred to as a “Club Member” and collectively as “Club Members.”

The Club may also issue a limited number of Honorary Memberships as further described herein.

ADDITIONAL CLASSIFICATIONS OF MEMBERSHIP MAY BE MADE AVAILABLE BY THE CLUB

The Club may issue other classifications of membership in its sole discretion, including but not limited to, social/dining memberships and recallable memberships on an annual, seasonal or any other basis that permit use of the Club Facilities or some portion thereof. If additional classifications of membership are made available, the Club will establish the use privileges of the additional membership classifications and the membership fee, transfer fee and Club Fees (as hereinafter defined) to be paid for these additional classifications of membership.

USE OF THE MEMBERSHIP PRIVILEGES

Each Club Membership shall be issued in the name of the individual applying for membership in the Application for Membership Privileges or Member Information Profile who will be known as the “primary member” until changed in accordance with the rules established by the Club from time to time. A Club Membership allows the primary member and his/her immediate family members (as defined below) to use the facilities upon payment of the required membership fee or transfer fee and the dues and other Club Fees. The Club does not offer a separate level of dues for individuals. The primary member may terminate or reinstate following termination the privileges of any immediate family member to use the facilities by giving written notice to the Club.

The term “immediate family member(s)” shall include the spouse of the primary member (i.e., legally married as recognized by the state of North Carolina) who is living in the same household as the primary member, and the unmarried children of each who are under the age of twenty-four and either living in the same household as the primary member, attending school on a full-time basis or serving in the military on active duty. The Club reserves the right to restrict access to certain designated facilities by children who are immediate family members during peak use times.

The Club allows a primary member who does not have a legal spouse (i.e., legally married as recognized by the state of North Carolina) to designate another non-related adult, who is living in the primary member’s household as a family unit on a full-time basis, to use the facilities in accordance with the terms established by the Club from time to time, in its sole discretion. The Club may modify the terms of this policy from time to time. The designation must be in writing on a form provided by the Club and must be signed by both the primary member and his/her non-related adult designee. Although the non-related adult designee may only be changed once during any twelve-month period, the use privileges of a non-related adult designee may be terminated at any

time by the primary member upon written notice to the Club. The primary member shall be responsible for all fees and charges incurred by the non-related adult designee and for the conduct of the non-related adult designee. The opportunity for a non-related adult designee to use the facilities is derived solely by virtue of being designated by the primary member in accordance with this section and any such non-related adult designee shall have no rights and/or privileges of a Club Membership, or to a Club Membership, under any circumstances whatsoever.

USE OF FACILITIES BY EXTENDED FAMILY MEMBERS

The Club allows other members of the primary member's family, including but not limited to, children who do not fall within the definition of immediate family members described above and the parents and grandchildren of the primary member and his/her spouse, to use certain facilities provided at The Pineville Club from time to time upon payment of reduced guest fees and compliance with the rules established by the Club.

CLUB MEMBERS ARE NOT SUBJECT TO OPERATING ASSESSMENTS OR CAPITAL ASSESSMENTS

Club Members are not subject to any assessments for operating deficits incurred in the operation of the Club Facilities or for any assessments for capital expenditures to the Club Facilities. The Club shall fund any operating deficits incurred in the operation of the Club Facilities and shall retain all operating surplus resulting from operation of the Club Facilities.

The payment of dues, fees, dining minimums (if any), charges, state taxes, service charges and other personal charges that the Club may establish from time to time (collectively, the "Club Fees") is required to obtain and maintain membership privileges at The Pineville Club and is not considered an operating assessment or capital assessment.

MEMBERS OBTAIN SPECIFIC MEMBERSHIP PRIVILEGES

The privileges of a Club Membership are subject to this Membership Plan, as it may be amended from time to time. The Rules and Regulations, including the services provided to Club Members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club without notice, in its sole discretion. In order to provide for the orderly administration of the Club Facilities, the Club reserves the right, from time to time, to establish and promulgate new rules and/or modify existing rules governing the Club Facilities. Upon approval by the Club, payment of the applicable membership fee or transfer fee and Club Fees and compliance with the Rules and Regulations established by the Club, members obtain the following use privileges.

Club Membership Privileges. A Club Membership allows the non-exclusive use of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis upon payment of the applicable membership fee or transfer fee, and the required dues and other Club Fees. Club Members shall pay personal charges incurred at The Pineville Club.

USE OF MEMBERSHIP PRIVILEGES BY LESSEES

The Club may allow Club Members who own a residence in any residential community located in Flowers Plantation west of Mill Creek that has been annexed into the Flowers Plantation Foundation, Inc. and where the owners of such residences and/or homesites pay dues to the Flowers Plantation Foundation, Inc. (collectively, the "West End") or The Village that lease such residence to the same lessee for at least twelve months to designate such lessee of their residence as the beneficial user of their membership use privileges at The Pineville Club. This privilege is subject to the lessee submitting an Application for Use Privileges to the Club, being approved by the Club, paying a non-refundable lessee administrative fee to the Club and complying with the rules established by the Club from time to time. A lessee who is designated as the beneficial user of the member's membership use privileges shall have the same use privileges to use the facilities provided at The Pineville Club and shall pay the same Club Fees (but not the dues that continue to be the responsibility of the Club Member) as that charged to the Club Member who owns the residence being leased.

During the time a member has designated a lessee to use the membership use privileges, the member shall not have any privileges to use the facilities provided at The Pineville Club, but shall be required to continue paying the dues associated with his/her Club Membership. A membership must be acquired for each residence for which the member desires a lessee to be able to use the Club Facilities. Members are responsible for all charges incurred by their lessee that remain unpaid after the customary billing and collection procedure of the Club and for the conduct of each lessee. The Club may establish other rules relating to the use of the Club Facilities by lessees from time to time and may terminate the opportunity for Club Members to designate a lessee as the user of his/her membership privileges.

GUEST PRIVILEGES

Club Members have limited guest privileges in accordance with the Rules and Regulations and payment of applicable guest fees established by the Club. Guests shall either be day guests or houseguests as further described in the Rules and Regulations. The Club, in its sole discretion, may limit, deny or revoke guest privileges of any member and limit the number of times any particular individual guest may use the Club Facilities or any particular facility provided at The Pineville Club during a specific period of time and limit the number of guests a member may sponsor at any particular time. The Club may charge higher guest fees for unaccompanied guests (if permitted by the Club). The Club may require that guests be accompanied by a sponsoring member when using certain facilities provided at The Pineville Club, when using the facilities during certain times of the day, when using the facilities during certain days of the week or when using the facilities during certain times of the year. Sponsoring members are responsible for the payment of all fees and charges unpaid by their guests and for the conduct of their guests.

D. ELIGIBILITY FOR MEMBERSHIP PRIVILEGES

ELIGIBILITY FOR CLUB MEMBERSHIP PRIVILEGES

The initial owner of a residence or homesite in The Village must obtain a Club Membership and shall be required to pay the required membership fee and all subsequent purchasers of residences or homesites in The Village (i.e., resale purchasers) must obtain a Club Membership and shall be required to pay the required transfer fee. An owner of a residence or homesite in The Village (whether an initial owner or a resale purchaser) shall be required to maintain such Club Membership and pay all applicable dues and other Club Fees until the closing of the sale or other transfer of his/her residence or homesite in The Village to another owner.

In addition, the Club is currently offering a limited number of Club Memberships to persons who own a residence or homesite in the West End who are approved for membership by the Club.

The Club also reserves the right at any time and from time to time, in its sole discretion, to offer Club Memberships to persons who do not own a residence or homesite in the West End or The Village who are approved for membership by the Club.

OWNERS OF RESIDENCES OR HOMESITES IN THE VILLAGE MUST ACQUIRE A CLUB MEMBERSHIP AT THE PINEVILLE CLUB

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Village @ Flowers Plantation and that First Amendment to Covenants, Conditions and Restrictions For The Village @ Flowers Plantation (collectively, the "Declaration") owners of residences or homesites in The Village (whether initial retail purchasers or resale purchasers) are required to obtain and maintain a Club Membership at The Pineville Club and be members of The Pineville Club. In accordance with the Declaration, the owner of a residence or homesite in The Village acknowledges that the rights and benefits and the burdens and obligations set forth in the Declaration touch and concern the residence or homesite in The Village as covenants running with the land and that the same shall run with title to the residence or homesite in The Village. Therefore, the purchaser of a residence or homesite in The Village must submit a Member Information Profile to the Club within five days after executing the purchase agreement to acquire the residence or homesite in The Village. In addition, the

purchaser of the residence or homesite in The Village must submit a Club Membership Agreement and pay the required membership fee or transfer fee and all applicable dues and other Club Fees to the Club on or before the closing of the purchase of his/her residence or homesite in The Village. Membership privileges shall be activated at the closing of the purchase of the residence or homesite in The Village. If a person owns more than one residence or homesite in The Village, then a Club Membership must be obtained and maintained for each of such residence or homesite in The Village. The owner of a residence or homesite in The Village shall not be exempt from the obligation to obtain a Club Membership and pay the applicable membership fee or transfer fee and dues and other Club Fees by non-use of the facilities.

In the event a residence or homesite in The Village is owned by multiple owners, then the owners of such residence or homesite must designate one of such owners as the primary member who will submit the Member Information Profile and obtain the Club Membership. As provided above, a Club Membership only permits the primary member and his/her immediate family members to use the facilities described herein upon payment of the applicable membership fee or transfer fee and dues and other Club Fees. All other owners of the residence or homesite in The Village shall only have access to the facilities as a guest in accordance with the guest policy of the Club and payment of applicable guest fees, unless another available membership is obtained by such owner(s). If the additional owner(s) of the residence or homesite in The Village obtains an available membership, they must follow the same application procedures as any other member and pay the applicable membership fee, dues and other Club Fees established by the Club.

An owner of a residence and/or homesite in The Village must maintain a Club Membership in good standing and pay the required dues and other Club Fees to the Club for a Club Membership until the closing of the sale or other transfer of his/her residence or homesite in The Village to another owner (i.e., once such member ceases to be an owner of a residence or homesite in The Village) or on such earlier date as otherwise set forth in this Membership Plan. Therefore, Club Memberships are not transferable and terminate upon the closing of the sale or other transfer of the member's residence or homesite in The Village to another owner or on such earlier date as otherwise set forth in this Membership Plan. The Club reserves the right to establish other rules and policies relating to the obligation of owners of residences or homesites in The Village to obtain and maintain a Club Membership at The Pineville Club from time to time.

RESERVED MEMBERSHIPS ARE NOT CONSIDERED AVAILABLE

The Club has retained the absolute right to reserve any or all Club Memberships for sale to future purchasers of residences or homesites, to any other person designated by the Club and for any other purpose deemed appropriate by the Club, in its sole discretion. Any memberships that are reserved by the Club are not considered as available memberships and the Club may not be compelled to issue a reserved membership.

CLUB MEMBERSHIPS HELD BY PERSONS WHO DO NOT OWN A RESIDENCE OR HOMESITE IN THE WEST END OR THE VILLAGE ARE RECALLABLE BY THE CLUB

Unless otherwise specifically provided by the Club, Club Memberships that are held by persons who do not own a residence or homesite in the West End or The Village are recallable memberships and therefore, such memberships may be recalled by the Club at any time, in the sole discretion of the Club, upon sixty days prior written notice to the member. Such memberships shall be recalled by the Club on a last-in, first-recalled basis. Upon recall of a particular membership, all use privileges shall terminate and dues of the recalled member shall terminate upon expiration of the sixty-day notice period. In addition, the Club shall refund the actual membership fee previously paid to the Club by the recalled member, if any, within thirty days after the effective date of recall.

THE CLUB WILL MAINTAIN A RESERVATION LIST OF PERSONS DESIRING A CLUB MEMBERSHIP IF CLUB MEMBERSHIPS ARE NOT AVAILABLE

There is no assurance that a Club Membership will be available at the time an applicant submits the Application for Membership Privileges. If a Club Membership is not available, then the Club shall maintain a reservation list for such memberships as described herein. In order to be placed on the reservation list for an available membership, the Application for Membership Privileges must have been acted upon favorably by the Club. Any person placed on the reservation list may also be required to pay a reservation list deposit in such amount established by the Club from time to time. A person on the reservation list shall have ten days after receiving written notice from the Club that the Club Membership is available to accept such membership by submitting to the Club a fully completed and signed Club Membership Agreement, the required membership fee charged by the Club on the date of written notice to the candidate that a membership is available (less any reservation list deposit previously paid) and all applicable dues and other Club Fees. In the event the applicant fails to satisfy these requirements then he/she shall be removed from the reservation list and any reservation list deposit previously paid shall be returned. Any applicant placed on the reservation list may request in writing that the Club remove his/her name and return any reservation list deposit previously paid, at any time.

Once a reservation list has been established for a particular classification of membership, the Club shall establish the priorities for such reservation list.

E. MEMBERSHIP FEE/TRANSFER FEE

APPLICANTS FOR A CLUB MEMBERSHIP SHALL PAY A NON-REFUNDABLE MEMBERSHIP FEE OR A NON-REFUNDABLE TRANSFER FEE TO THE CLUB

To obtain a Club Membership the applicant shall pay a non-refundable membership fee or non-refundable transfer fee to the Club. The initial owner of a residence or homesite in The Village shall pay a non-refundable membership fee to the Club in order to obtain a Club Membership. Once the initial owner of a residence or homesite in The Village obtains a Club Membership and pays the required non-refundable membership fee to the Club, then all subsequent purchasers of such residence or homesite in The Village shall pay a non-refundable transfer fee to the Club in order to obtain a Club Membership at The Pineville Club. In other words, only the subsequent purchasers of residences or homesites in The Village shall pay a transfer fee to the Club. Persons who own residences or homesites in the West End shall pay a non-refundable membership fee to the Club in order to obtain a Club Membership at The Pineville Club. In addition, if the Club offers Club Memberships to persons who do not own residences or homesites in the West End, then such prospective members shall pay a non-refundable membership fee to the Club in order to obtain a Club Membership.

Subject to the escrow provisions described below, the membership fees and transfer fees paid to the Club may be used for any purpose determined appropriate by the Club, in its sole discretion. The amount of the membership fee and transfer fee and the manner of payment of the membership fee and transfer fee for Club Memberships shall be established by the Club from time to time, and is further described in the member's Club Membership Agreement. The membership fee or transfer fee required for a membership at The Pineville Club shall change from time to time, and therefore, the membership fee or transfer fee required for a Club Membership in the future may be higher or lower than the membership fee and transfer fee currently in effect. The Club reserves the right to discount or waive all or part of the required membership fee or transfer fee, in its sole discretion. Unless otherwise provided in a member's Club Membership Agreement, the required membership fee and transfer fee shall be due in full at the time the Club Membership Agreement is submitted to the Club.

The membership fee or transfer fee to be paid for a Club Membership will be the membership fee or transfer fee charged on the date the applicant submits the Club Membership Agreement to the Club.

The Club shall charge to each member and each member shall pay any and all taxes or assessments imposed by the United States Government, the state of North Carolina or any political subdivision thereof, or any other governmental agency, on any membership fee, transfer fee or Club Fees paid or payable by the Club Member.

NO PORTION OF THE MEMBERSHIP FEE OR TRANSFER FEE PAID TO THE CLUB FOR A CLUB MEMBERSHIP SHALL BE REFUNDABLE

The membership fee or transfer fee paid to the Club for a Club Membership by a member shall not be refundable under any circumstances, including the resignation of membership, suspension or termination of membership privileges by the Club or in any other termination of membership at The Pineville Club, except as specifically described in the section herein entitled "Modification and Termination of Membership Plan."

THE MEMBERSHIP FEES AND TRANSFER FEES RECEIVED FROM THE ISSUANCE OF CLUB MEMBERSHIPS WILL BE HELD IN AN ESCROW ACCOUNT UNTIL CERTAIN CLUB FACILITIES ARE OPEN FOR USE

The Club shall deposit all of the membership fees and transfer fees received from the issuance of Club Memberships in an escrow account at a financial institution until the indoor swimming pool, outdoor swimming pool, exercise facility, tennis courts and children's playground area are open for use. Once the indoor swimming pool, outdoor swimming pool, exercise facility, tennis courts and children's playground area are open for use, then all of the membership fees and transfer fees paid for Club Memberships and then held in the escrow account shall be released directly to the Club. Thereafter, no membership fees or transfer fees received from the issuance of Club Memberships shall be deposited in an escrow account and all such membership fees and transfer fees shall be paid directly to the Club.

The Club may obtain the release of the membership fees and transfer fees held in the escrow account from the issuance of Club Memberships prior to the occurrence of the event set forth above, by either posting a letter of credit, bond or other similar security with a third party in the amount equal to the amount of the membership fees and transfer fees to be released from the escrow account prior to the completion of the facilities required by the above paragraph so that one hundred percent of the membership fees and transfer fees paid by existing members shall be returned in the event the Club fails to complete the required facilities and such third party is willing to act on such security on behalf of the existing members of the Club and return one hundred percent of the membership fees and transfer fees paid by the members and released from the escrow account in the event the Club fails to complete the required facilities. Once construction of the facilities required by the above paragraph is completed and such facilities are open for use then any letter of credit, bond or other similar security posted by the Club shall be released and no longer required.

F. APPLICATION FOR MEMBERSHIP PRIVILEGES

PURCHASERS OF RESIDENCES OR HOMESITES IN THE VILLAGE MUST COMPLETE AND SUBMIT TO THE CLUB A MEMBER INFORMATION PROFILE AND CLUB MEMBERSHIP AGREEMENT

In accordance with the Declaration, purchasers of residences or homesites in The Village (whether initial retail purchasers or resale purchasers) must obtain a Club Membership at The Pineville Club. Therefore, purchasers of residences or homesites in The Village must submit a Member Information Profile, in the form provided by the Club, to the Club within five days after executing their purchase agreement to acquire their residence or homesite in The Village. In addition, the purchaser of the residence or homesite in The Village must submit a Club Membership Agreement and pay any required membership fee or transfer fee and all applicable dues and other Club Fees to the Club on or before the closing of the purchase of his/her residence or homesite in The Village. A Member Information Profile and Club Membership Agreement shall not be deemed complete until all required information has been submitted to the Membership Office.

PERSONS WHO DESIRE TO OBTAIN A CLUB MEMBERSHIP MUST COMPLETE AND SUBMIT TO THE CLUB AN APPLICATION FOR MEMBERSHIP PRIVILEGES AND CLUB MEMBERSHIP AGREEMENT

All persons, other than owners of residences or homesites in The Village, who desire to obtain a Club Membership must deliver to the Club a fully completed and signed Application for Membership Privileges and Club Membership Agreement, in the form provided by the Club, and pay to the Club the required membership fee and all applicable dues and other Club Fees. An Application for Membership Privileges and Club Membership Agreement shall not be deemed complete until all required information has been submitted to the Membership Office. Each such person submitting an Application for Membership Privileges and Club Membership Agreement must be sponsored by an existing Club Member in good standing or a representative of the Club and attend an interview if requested by the Club.

REVIEW OF APPLICATION FOR MEMBERSHIP PRIVILEGES

Once all required information has been submitted to the Membership Office, the Club and/or its Membership Committee shall evaluate each Application for Membership Privileges and conduct such investigation and consideration of the applicant, as it deems appropriate. The evaluation will be conducted with the intent and purpose of securing the optimum number of members with compatible social, vocational and professional attainment from all segments of the community. All applicants will be evaluated on the basis of their interest in The Pineville Club, their financial responsibility and their compatibility with other members at The Pineville Club. The Club, in its sole discretion, retains the right to accept or reject any or all applications. Such approval of an Application for Membership Privileges may be granted or withheld in the sole discretion of the Club, provided that applicants shall be evaluated without regard to race, religion, creed, color, sex, national origin or physical disability or any other manner in violation of applicable law.

In the event the Application for Membership Privileges is acted upon favorably by the Club, the Club will so notify the applicant immediately of his/her acceptance to membership. If the Application for Membership Privileges is not acted upon favorably, the Club shall notify the applicant that he/she will not be invited to membership and the Club shall return to the applicant any membership fee and Club Fees previously paid to the Club, without interest, within ten days.

The Club reserves the right to charge a non-refundable application fee from time to time to all persons submitting an Application for Membership Privileges.

THE PRIVILEGES OF CLUB MEMBERS TO USE THE CLUB FACILITIES ARE GOVERNED ONLY BY THIS MEMBERSHIP PLAN

Club Members agree to be bound by the terms and conditions of this Membership Plan, as it may be amended from time to time, agree to fully substitute the membership privileges obtained pursuant to this Membership Plan for any present or prior rights in or to use the Club Facilities and agree to release and indemnify the Club for any and all damages and personal injuries caused by their own acts or the acts of their immediate family members and guests as further set forth in the Rules and Regulations.

CLUB MEMBERSHIPS MAY NOT BE USED AS COLLATERAL

Club Memberships may not be pledged or hypothecated and used as collateral or any other security for a loan or any other obligation from a third party lender.

G. TRANSFER OF MEMBERSHIP PRIVILEGES

CLUB MEMBERSHIPS ARE NOT TRANSFERABLE

Club Memberships are not transferable. Club Members may not sell, transfer or otherwise assign their membership privileges directly to any third party. Any attempt to sell, transfer or otherwise assign a Club Membership, either voluntarily, involuntarily or by operation of law, which is not in accordance with this Membership Plan shall be null and void and be of no force and effect, and shall not confer any membership rights or other privileges upon any such purchaser, transferee or assignee to use the Club Facilities.

Club Members may not advertise or otherwise openly solicit the availability of their membership to the general public and no member may advertise their membership for sale or permit any such advertisement. If any Club Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately.

Club Memberships shall terminate without refund of any membership fee, transfer fee, dues and other Club Fees or other amount on the last day of the month in which their membership resignation is effective or on such earlier date as may be set forth herein.

Club Members Who Own A Residence Or Homesite In The Village Are Not Permitted To Resign Membership Privileges. Club Members who own residences or homesites in The Village are not permitted to resign their membership and shall be required to maintain a Club Membership in good standing at all times and to pay the dues and other Club Fees associated with such Club Membership until the closing of the sale or other transfer of their residence or homesite in The Village to another owner. Therefore, such Club Memberships terminate upon the closing of the sale or other transfer of the member's residence or homesite in The Village to a new owner or on such earlier date as otherwise set forth in this Membership Plan. The subsequent purchaser (owner) of the member's residence or homesite in The Village shall be required to submit a Member Information Profile within five days after executing their residential purchase agreement and must submit a Club Membership Agreement along with the required non-refundable transfer fee charged at that time by the Club upon the closing of the residential purchase.

Club Members who own residences or homesites in The Village shall continue to be responsible for dues and other Club Fees associated with their Club Membership until the last day of the month in which the closing of the sale or other transfer of their residence or homesite in The Village took place. No Club Fees paid in advance shall be refunded.

Club Members Who Do Not Own A Residence Or Homesite In The Village May Resign Membership Privileges. Club Members who do not own a residence or homesite in The Village and desire to resign their membership privileges must give the Club thirty days prior written notice of their intention to resign membership privileges. The resignation of membership privileges must be on a form provided by the Club, which may be obtained from the Membership Office, and such written resignation should be submitted to the Membership Office. Club Members who have submitted a written resignation of membership privileges to the Club shall not be permitted to revoke and rescind such resignation of membership privileges without the prior approval of the Club, in its sole discretion. The resignation of membership privileges will become effective on the last day of the calendar month in which: (i) the thirty-day notice period expires, and (ii) the member has paid the membership fee in full and is current on all payments of the dues and other Club Fees. All privileges of the Club Membership shall terminate without refund of any membership fee, dues and other Club Fees previously paid to the Club on the last day of the month in which their membership resignation is effective.

Club Members who have resigned membership privileges shall continue to be responsible for dues and other Club Fees associated with their resigned membership until their membership resignation is effective. No Club Fees paid in advance by resigned Club Members shall be refunded upon resignation of membership privileges.

TRANSFER OF CLUB MEMBERSHIP UPON THE DEATH OF A CLUB MEMBER

Club Member Who Owns Residence Or Homesite In The Village. Upon the death of a Club Member, who owns a residence or homesite in The Village, the membership privileges shall be transferred by the Club to the surviving spouse provided the surviving spouse is the subsequent owner of the deceased member's residence or homesite in The Village. In this event the membership privileges shall be transferred to the surviving spouse without the payment of any additional membership fee or transfer fee. In the event there is no surviving spouse or the subsequent owner of the residence or homesite in The Village is not the surviving spouse, then the deceased member's Club Membership shall automatically be resigned without refund of any membership fee, transfer fee, dues and other Club Fees. In this event, the subsequent owner of the deceased member's residence or homesite in The Village shall be required to submit a Member Information Profile and Club Membership Agreement along with the required non-refundable transfer fee charged at that time by the Club.

Club Member Who Owns A Residence Or Homesite In The West End. Upon the death of a Club Member who owns a residence or homesite in the West End, the membership privileges shall be transferred by the Club to the surviving spouse provided the surviving spouse is the subsequent owner of the deceased member's residence or homesite in the West End. In this event the membership privileges shall be transferred to the surviving spouse without the payment of any additional membership fee. In the event there is no surviving spouse or the subsequent owner of the residence or homesite in the West End is not the surviving spouse, then the deceased member's Club Membership shall automatically be resigned without refund of any membership fee, dues and other Club Fees.

Club Member Who Does Not Own A Residence Or Homesite In The West End Or The Village. Upon the death of a Club Member who does not own a residence or homesite in the West End or The Village (if permitted by the Club), the membership privileges shall be transferred by the Club to the surviving spouse without the payment of any additional membership fee. In the event there is no surviving spouse or the surviving spouse does not desire to continue membership privileges, then such Club Membership shall be resigned without refund of any membership fee, dues and other Club Fees.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the death of a Club Member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

LEGAL SEPARATION OR DIVORCE OF MARRIED CLUB MEMBERS

Club Member Who Owns A Residence Or Homesite In The Village. In the event a Club Member, who owns a residence or homesite in The Village, is legally separated (by separation agreement approved by a court of competent jurisdiction) or divorced, then the Club Membership shall vest in the spouse awarded the residence or homesite in The Village.

Club Member Who Owns A Residence Or Homesite In The West End. In the event a Club Member, who owns a residence or homesite in the West End, is legally separated (by separation agreement approved by a court of competent jurisdiction) or divorced, then the Club Membership shall vest in the spouse awarded the residence or homesite in the West End.

Club Member Who Does Not Own A Residence Or Homesite In The West End Or The Village. In the event a Club Member, who does not own a residence or homesite in the West End or The Village, is legally separated (by separation agreement approved by a court of competent jurisdiction) or divorced, then the Club Membership shall remain vested in the person who is designated as the primary member in the Application for Membership Privileges, unless otherwise agreed and set forth in a written separation agreement or final divorce decree.

The primary member must give written notice to the Club designating the person who is entitled to continue with the privileges of membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse shall be jointly and severally responsible for the

payment of all dues and other Club Fees associated with such Club Membership. The legally separated spouse or former spouse, as the case may be, who does not continue with the membership shall no longer have any use privileges at The Pineville Club. The Club will not be involved in any dispute and reserves the right to suspend all membership privileges in the event of disagreement over which spouse retains the membership privileges.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the divorce or legal separation of a member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

CLUB MEMBERS WHO OWN A RESIDENCE OR HOMESITE IN THE WEST END MAY TAKE THEIR CLUB MEMBERSHIP WITH THEM TO ANOTHER RESIDENCE OR HOMESITE THEY PURCHASE IN THE WEST END OR THE VILLAGE

Club Members who own a residence or homesite in the West End and purchase another residence or homesite in the West End or The Village may take their existing Club Membership with them to such residence or homesite being purchased upon approval by the Club, without payment of any fees.

H. DUES, FEES AND CHARGES

THE MEMBERSHIP YEAR OF THE CLUB IS JANUARY 1 TO DECEMBER 31

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

CLUB FEES ESTABLISHED BY THE CLUB

The Club will establish the dues and other Club Fees to be paid by each member at The Pineville Club from time to time. In order to properly maintain the Club Facilities and continue to offer quality facilities, services and activities, Club Fees will be based on member demand, market conditions and other pertinent factors.

Any increase in dues charged to Club Members once all of the Club Facilities have been open and operating for one complete calendar year shall be limited as described herein. Once the Club establishes dues for Club Members after all of the Club Facilities have been open and operating for one complete calendar year, then such dues charged to Club Members shall not increase on an annual basis (determined on a cumulative basis) by more than the greater of: (i) the Consumer Price Index (as described below) plus two percentage points, or (ii) ten

percent, unless the Club makes a capital improvement to the Club Facilities that would cause the operating expenses to significantly increase. The Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

The current Club Fees are set forth on the Schedule of Dues, Fees and Charges. The Club Fees are subject to change from time to time in the sole discretion of the Club and any increase in dues or other Club Fees (even if such increase results in an operating surplus or a reduced operating deficit) shall not be deemed an assessment. In addition, the Club's operating budget and the establishment of Club Fees may include a reserve for capital replacements and improvements and any such reserve shall not be deemed an assessment. Although the Club does not anticipate implementing a dining minimum at this time, the Club reserves the right to establish a dining minimum at any time for Club Members. A leave of absence or other inactive status is not permitted at The Pineville Club.

In accordance with the Declaration, the various sub-associations within The Village shall be required to collect the required membership fee, transfer fee and dues from its members and pay such amounts directly to the Club, as shall be directed by the Club from time to time.

The obligation to pay Club Fees is not dependent on the availability of all the facilities or the frequency of use. Repair and maintenance of the facilities and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of the facilities or to close certain facilities temporarily. The Club will not reduce or suspend Club Fees during the time when the Club Facilities, in whole or in part, are not available.

DUES SHALL BE PAYABLE IN ADVANCE ON A MONTHLY BASIS

Although dues are annual in nature, dues for Club Memberships shall be payable in advance, on or before the first day of each month during the membership year, unless otherwise established by the Club. Club Memberships obtained during a membership year shall pay prorated dues (established by the Club).

IN CASES OF HARDSHIP, THE CLUB MAY TAKE SUCH ACTION AS IT DEEMS APPROPRIATE

The Club may waive or reduce the payment of Club Fees for a limited period of time or take any other action it deems necessary and appropriate, in hardship situations deemed appropriate by the Club, in its sole discretion. The Club has the sole authority to deal with hardship situations in any manner it deems appropriate and no action that may be taken by the Club in such hardship situations shall create precedent for similar or future circumstances.

CLUB CHARGING PRIVILEGES AND BILLING PROCEDURE FOR CLUB MEMBERS

The Club may allow club charging privileges once the facilities are open for use. Unless the Club allows club charging privileges, all Club Fees must be paid by Club Members by appropriate method at the time the service is rendered. In the event the Club establishes charging privileges, then monthly statements reflecting all activity including all Club Fees incurred by the Club Member and all payments received by the Club from the Club Member will be closed on the last day of each month and will normally be sent to the Club Members within five days. All statements are due and payable upon receipt and in no event later than the fifteenth day of the month in which the statement was sent. A late charge and/or interest will be added to all outstanding balances in accordance with the Rules and Regulations if the statement is not paid by the fifteenth day of the month. The Club may also require that all Club Fees be paid through a charge account service with a bank or other financial institution. The Club shall also be entitled to collect from the member any and all costs and expenses incurred by the Club in attempting to collect any amount(s) owed to the Club, including reasonable attorneys' fees and court costs, regardless of whether legal action is filed. Any subsequent owner of a member's residence or homesite in The Village, shall also be jointly and severally liable for any and all dues and Club Fees (including interest, service charges and collection fees) that have not been paid by the selling Club Member.

SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES FOR NON-PAYMENT OF MEMBERSHIP FEE, TRANSFER FEE AND/OR CLUB FEES AND VIOLATION OF THE RULES AND REGULATIONS

The failure of any Club Member to timely pay all amounts of the membership fee or transfer fee, dues and other Club Fees when due and the violation of the terms of the Plan for the Offering of Memberships or the Rules and Regulations shall constitute grounds for disciplinary action deemed appropriate by the Club, including but not limited to, the suspension and/or termination of membership privileges at the Club. Subject to certain notice requirements and the opportunity to pay the outstanding balance, if a member fails to pay their required membership fee, transfer fee or Club Fees associated with the Club Membership, then the Club shall have a progressive discipline policy, including the suspension and/or termination of membership privileges. No member shall on account of any suspension (whether a suspension for a definite period or an indefinite suspension) or termination of membership privileges is entitled to be refunded any portion of the membership fee, transfer fee or Club Fees previously paid to the Club. During any suspension of membership privileges, dues and other Club Fees shall continue to accrue and must be paid in full prior to reinstatement as a member in good standing. In the event a Club Membership is terminated, then such terminated member shall lose all privileges to use the Club Facilities and will not receive a refund of any amounts whatsoever. To the fullest extent permitted by applicable law and in accordance with the Declaration, The Village, Inc., any sub-association within The Village and the Club shall also have a lien on a Club Member's residence or homesite in

The Village for all amounts owed to the Club, including but not limited to, the dues and other Club Fees, interest, service charges and collection fees.

RESPONSIBILITY FOR CLUB MEMBERSHIP AT THE PINEVILLE CLUB

Each Club Member shall be responsible for his/her conduct and the conduct of his/her immediate family members and guests when using the Club Facilities and shall be directly and fully responsible to the Club for all personal injuries and/or property damages that are caused by the member and his/her immediate family members and guests, and the Club shall not be responsible or liable for any personal injuries and/or property damages resulting from the actions of others.

CLUB MEMBERS, IMMEDIATE FAMILY MEMBERS AND GUESTS USE THE CLUB FACILITIES AT THEIR OWN RISK. CLUB MEMBERS ACKNOWLEDGE THAT USE OF THE CLUB FACILITIES INVOLVES CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, THE RISK OF BEING IN AND IN CLOSE PROXIMITY TO WATER, THE USE OF EXERCISE EQUIPMENT, ADVERSE WEATHER CONDITIONS INCLUDING LIGHTNING, FROM PARTICIPATING IN EVENTS AND OTHER ACTIVITIES HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE CLUB FACILITIES AND OTHER ACTIVITIES INCIDENTAL TO USE OF THE CLUB FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH CLUB MEMBER ASSUMES ALL SUCH RISKS FOR THE MEMBER AND HIS/HER IMMEDIATE FAMILY MEMBERS AND GUESTS AND WAIVES AND RELEASES FOR SUCH MEMBER AND HIS/HER IMMEDIATE FAMILY MEMBERS AND GUESTS, ANY CLAIMS OR CAUSES OF ACTION WHICH HE, SHE OR THEY MAY HAVE AGAINST RIVER DELL INVESTMENTS, LLC, THE PINEVILLE CLUB AND ANY MANAGEMENT FIRM RETAINED TO OPERATE THE CLUB FACILITIES ON A DAY-TO-DAY BASIS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM, ARISING OUT OF PERSONAL INJURIES AND/OR PROPERTY DAMAGES WHICH HE, SHE OR THEY MAY SUSTAIN AS A RESULT OF USING THE CLUB FACILITIES OR PARTICIPATING IN ANY EVENT OR ACTIVITY HELD BY THE CLUB FROM TIME TO TIME EITHER ON OR OFF THE CLUB FACILITIES, SUCH WAIVER SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF RIVER DELL INVESTMENTS, LLC, THE PINEVILLE CLUB OR ANY MANAGEMENT FIRM RETAINED TO OPERATE THE CLUB FACILITIES ON A DAY-TO-DAY BASIS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM.

I. CLUB OPERATIONS

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

The Club shall have the right to delegate, transfer or otherwise assign any or all of its rights and responsibilities for the management and operation of the Club Facilities to such persons and on such terms and conditions as the Club may determine appropriate from time to time. The Club may also retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities. The Club is responsible for the operation of the Club Facilities and has the exclusive authority to accept members, establish membership fees, transfer fees, Club Fees, establish rules and regulations and all policies relating to the Club Facilities and the use thereof and control the management and affairs of the Club Facilities.

The Rules and Regulations, including the level of services provided to Club Members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club at any time, without notice.

Club Members are not permitted to become involved in the management and operation of the Club or the Club Facilities. Club Members have no voting privileges.

J. OTHER MEMBERSHIPS AND USE PRIVILEGES

USE OF THE CLUB FACILITIES BY DAILY USERS AND OTHER CLUB GUESTS

The Club will allow use of the Club Facilities (except any areas that may be designated as member-only by the Club from time to time) by daily users and other club sponsored non-member users from time to time upon payment of the required use fees and compliance with the rules established by the Club.

HONORARY MEMBERSHIPS

In addition to the Club Memberships, the Club will issue a limited number of Honorary Memberships to persons designated by the Club from time to time. These Honorary Memberships are in addition to all other memberships to be issued at The Pineville Club and shall be available on terms and conditions and allow such privileges as shall be established by the Club. The users of these Honorary Memberships may be changed at any time by the Club and a new user designated to use the membership privileges from time to time.

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

The Club and its affiliates have the right to use, and/or designate persons to use, any or all of the Club Facilities, in connection with the development, marketing and sale of residences and/or homesites in The Village and other designated residential communities, the marketing and sale of Club Memberships, and such other reason(s) deemed appropriate by the Club, upon such terms and conditions as are established by the Club from time to time. The persons designated to use the Club Facilities may include, without limitation, prospective purchasers of residences or homesites in The Village and other designated residential communities, prospective members at The Pineville Club, persons who are involved in special events held at The Pineville Club, employees or agents at The Pineville Club or of the Club and its affiliates and their guests. All such persons designated by the Club are subject solely to approval by the Club.

The Club shall have the right at any time to restrict or to otherwise reserve in advance the Club Facilities or any portion thereof, for maintenance, promotional and other special events, group outings and charitable events.

USE OF OTHER CLUB FACILITIES

The Club reserves the right to enter into reciprocal use arrangements with other clubs that would allow members at The Pineville Club to use the facilities at such other clubs and the members at such other clubs to use the facilities provided at The Pineville Club. The terms of such use and the fees to be paid for the reciprocal use privileges will be established by the Club from time to time. The reciprocal use privileges may be terminated at any time in the sole discretion of the Club.

K. ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES

ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES

The Club Facilities are being constructed by, and will be initially owned and operated by, River Dell Investments, LLC on a for-profit basis. Club Membership at The Pineville Club is non-equity, non-proprietary and non-participatory. Club Membership does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the Club Facilities and is not an investment in the Club or the Club Facilities and does not create any equity, ownership or proprietary interest or any prescriptive easement or other property interest of any nature in the Club, the Club Facilities or any other asset of the Club. Club Membership allows the member to use the Club Facilities on a non-exclusive basis, but does not grant to the member a vested or prescriptive right or easement to use the Club Facilities. Club Members do not have any interest in the income of the Club and do not have the right to receive any of the Club's assets if the Club is

dissolved. A member only obtains a non-exclusive revocable license to use the facilities in accordance with the terms of this Membership Plan, as it may be amended from time to time.

The Club may obtain a loan from time to time and use the Club Facilities as security and collateral for repayment of any such loan and therefore, all rights and privileges of Club Members pursuant to this Membership Plan and the Club Membership Agreements, are subordinate to the lien of any deed of trust encumbering the Club Facilities from time to time.

MODIFICATION AND TERMINATION OF MEMBERSHIP PLAN

The Club reserves the right to reserve memberships for persons determined solely by the Club, to discontinue operation of any or all of the Club Facilities, to change the Club Facilities available for use by Club Members, to terminate this Membership Plan at any time with or without cause, to terminate all memberships at The Pineville Club at any time with or without cause, to terminate any particular membership (selectively, if so desired by the Club) at The Pineville Club at any time with or without cause, and to sell, lease or otherwise dispose of the Club Facilities, in whole or in part, to an equity member-owned club or to any other third party. Any such recall and termination of a membership may be selective without regard to the date of the application or may be accomplished on a last-in, first-out basis, in the sole discretion of the Club. In the event this Membership Plan is terminated or any particular Club Membership is terminated without cause, the affected Club Member(s) may be repaid a portion of the actual membership fee or transfer fee previously paid to the Club, if any (excluding any amounts credited to the member, waived by the Club or paid by a third party on behalf of the member, at the time the Club Membership was obtained), without interest, based on the date of any such termination. In other words, (i) if the Club Membership is terminated by the Club without cause during the first year of a member's membership then the Club shall refund to such terminated Club Member eighty percent of the actual membership fee or transfer fee previously paid to the Club for his/her terminated Club Membership; (ii) if the Club Membership is terminated by the Club without cause during the second year of a member's membership then the Club shall refund to such terminated Club Member sixty percent of the actual membership fee or transfer fee previously paid to the Club for his/her terminated Club Membership; (iii) if the Club Membership is terminated by the Club without cause during the third year of a member's membership then the Club shall refund to such terminated Club Member forty percent of the actual membership fee or transfer fee previously paid to the Club for his/her terminated Club Membership; and (iv) if the Club Membership is terminated by the Club without cause during the fourth year of a member's membership then the Club shall refund to such terminated Club Member twenty percent of the actual membership fee or transfer fee previously paid to the Club for his/her terminated Club Membership. If however, a Club Membership is terminated by the Club after the fourth year of a member's membership then the terminated Club Member shall not receive a refund of any portion of the membership fee or transfer fee previously paid to the Club for a Club Membership. Upon termination, all privileges of the affected Club Member(s) in and to the Club and the Club Facilities shall terminate.

The Club reserves the right to amend and modify the Plan for the Offering of Memberships in any manner it deems appropriate, in the sole discretion of the Club. **All Club Members agree to be bound by any changes to this Membership Plan.**

CLUB MEMBERS HAVE A ONE-TIME OPPORTUNITY TO PURCHASE THE CLUB FACILITIES IF THEY ARE EVER SOLD BY THE CLUB

In the event the Club desires to sell the Club Facilities to an unrelated third party purchaser, the Club shall provide written notice to the Club Members of its desire to sell the Club Facilities. Upon receipt of such written notice, the Club Members through an organized group shall have a one-time opportunity to negotiate and purchase the Club Facilities from the Club. This opportunity for the Club Members to negotiate and purchase the Club Facilities from the Club is not a right of first refusal but is only an opportunity for the Club Members to negotiate in an attempt to purchase the Club Facilities from the Club. The members of the Club through an organized group shall have sixty days from the date of such written notice from the Club to organize a group of members and to negotiate with the Club the terms and conditions of the sale of the Club Facilities (including the purchase price) and to execute a purchase agreement. Any purchase agreement entered into for the purchase of

the Club Facilities by the members must contain a condition to closing that at least a majority of all of the then existing dues-paying Club Members are in favor of, and participate in, the purchase of the Club Facilities. In the event the Club and representatives of the Club Members have not agreed upon the terms and conditions of the sale of the Club Facilities and executed a purchase agreement within the sixty-day period referred to above or have not closed the purchase agreement within sixty days after the date the purchase agreement is executed, then the Club shall have no further obligations to negotiate with the Club Members or any group thereof and may proceed to consummate the sale of the Club Facilities to any party, without the consent or approval of the Club Members, upon such terms and conditions, including the purchase price which may be more or less than that discussed with the Club Members, as the Club deems appropriate in its sole discretion.

SUBSEQUENT PURCHASER OF THE CLUB FACILITIES

Any subsequent purchaser of the Club Facilities from the Club shall acquire the Club Facilities, subject to all of the terms and conditions of this Membership Plan, as it may be amended from time to time, unless this Membership Plan is terminated as described above prior to the closing of the proposed acquisition. A sale or other transfer of the Club Facilities shall not void any Club Membership nor will it provide any Club Member with the right to resign and receive a refund of any membership fee or transfer fee or any portion thereof, unless the membership is terminated without cause as further set forth above. In the event the Club sells the Club Facilities to an equity member-owned club or a third party, the Club may assign its rights and obligations under this Membership Plan and the Club Membership Agreements to the subsequent purchaser, in which event the Club shall be released from all liability under this Membership Plan and the Club Membership Agreements.