

PACIFIC LINKS
UNIVERSAL MEMBERSHIP PLAN & BY LAWS

PLAN OVERVIEW

This Membership Plan describes the membership opportunities in <Golf Club> (the “Club”). The Company (as defined hereinafter) is offering non-equity memberships which provide access to outstanding golf, fitness and social facilities located at <insert address>. The categories of membership being offered and the privileges associated therewith are described hereinafter. A holder of a membership in the Club is herein referred to as a “Member.”

Membership in the Club provides a number of attractive benefits. A brief description of some of these current benefits immediately follows and they are described in greater detail in this Membership Plan (capitalized terms in quotations used below in the benefits description shall have the meaning ascribed to them hereinafter in this Membership Plan):

- **Immediate Family Privileges.** A Member’s “Immediate Family Members” are entitled to the same use privileges as the Member at the “Club Facilities” without having to pay an additional “Membership Fee” or additional dues, as provided in this Membership Plan.
- **Extended Family Privileges.** A Member’s “Extended Family Members” are entitled to use the Club Facilities in accordance with the Member’s use privileges, upon the payment of preferred fees when applicable, as provided in this Membership Plan.
- **No Assessments.** Members are not subject to either operating or capital assessments by the Company.
- **Legacy Transfer.** A Member can arrange for the transfer of the membership during the Member’s lifetime to a permitted transferee, as further described in this Membership Plan.
- **Inheritability.** Upon the death of a Member, the membership can be transferred to the surviving spouse, if any, or to another permitted transferee, as further described in this Membership Plan.

MEMBERSHIP OFFICE AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding membership in the Club or the membership documents should be directed to the Membership Office at <insert address. The Membership Office can be reached by phone at <Insert phone number>.

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ARTICLE I
MEMBERSHIP FEATURES AND FACILITIES

1.1 INTRODUCTION

The Membership Plan, <insert club name> Rules and Regulations (the “Rules and Regulations”) and Membership Agreement (as defined hereinafter) set forth the rights, privileges and obligations of membership in the Club. The Company reserves the right to amend, modify or supplement the Membership Plan and Rules and Regulations in its discretion.

1.2 CLUB FACILITIES

The following “Club Facilities” are available for use by Members, their family members and guests in accordance with the terms hereof and of the Rules and Regulations:

Club Facilities Available to Members

- 18 hole golf course
- Driving Range and practice facilities
- Clubhouse
- Fitness area

1.3 ADDITIONAL CLUB FACILITIES

The Company may, in its discretion, expand, modify, or remove any of the Club Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. The Company is under no obligation whatsoever to expand or modify the Club Facilities or add facilities thereto. Further, the Company may add facilities that are not part of the Club Facilities or that are not available to Members.

Access to additional facilities shall be on such terms as are determined by the Company.

1.4 WEB SITE

The Club’s web site, www.pacificlinks.com enables Members to obtain up-to-date Club information.

1.5 OWNERSHIP AND OPERATION OF CLUB FACILITIES

<legal name of company> (the “Company”), owns the Club Facilities. The Company also operates the Club Facilities through on-site management.

ARTICLE II
OFFERING OF MEMBERSHIPS

2.1 MEMBERSHIP OFFERING

Memberships will be offered to such individuals and entities as the Company determines appropriate in its discretion who are approved for membership by the Company, subject to the eligibility requirements specified hereinafter.

2.2 ELIGIBILITY REQUIREMENTS

Young Executive Memberships and National Young Executive Memberships are only available to individuals who are under the age of 40 as of January 1st of the Membership Year (as defined hereinafter) in which the application for membership is made. In order to be eligible for a National Membership or a National Young Executive Membership, the prospective Member's primary residence must be a driving distance of at least 75 miles from the Club. Corporate Memberships are only available to bona fide legal business entities. Other than with respect to Corporate Memberships, memberships in the Club will be issued in the name of one individual only. The Company reserves the right to make special exceptions to the foregoing eligibility requirements in its discretion.

ARTICLE III
MEMBERSHIP CATEGORIES AND PRIVILEGES

3.1 MEMBERSHIP CATEGORIES

The Company is currently offering memberships in the following categories: Full Golf Membership, Corporate Membership, Young Executive Membership, National Membership, National Young Executive Membership, Sports/Social Membership and Dining Membership. The use privileges associated with these categories are more fully described below. The Company offers certain other memberships and use privileges as described in "Other Memberships and Use Privileges" Article of this Membership Plan.

3.2 DESCRIPTION OF MEMBERSHIP PRIVILEGES

A Member will be entitled to use the Club Facilities in accordance with the Member's category of membership and the terms and conditions of this Membership Plan and the Rules and Regulations, each as amended, modified or supplemented by the Company from time to time. All use privileges are subject to availability and to the payment of applicable dues, minimums, fees and charges. The membership privileges currently associated with each category of membership are as follows:

FULL GOLF MEMBERSHIP

Full Golf Members are entitled to use all of the Club Facilities. Full Golf Members are not required to pay greens fees for use of the golf course, but are required to pay golf cart fees or trail fees and/or caddie fees, as applicable. Range balls are complimentary. These Members will have advance sign-up privileges to reserve tee times as determined by the Company.

CORPORATE MEMBERSHIP

Full Golf, Young Executive, National, National Young Executive, Sports/Social and Dining Memberships are available as Corporate Memberships in the Club. The holder of a Corporate Membership in the Club (a "Corporate Member") must designate one individual as the designated user under the Corporate Membership (a "Designee"), who is subject to approval by the Company. The Designee must be a bona fide director, officer, partner, shareholder, member, manager or employee of the Corporate Member unless otherwise determined by the Company and must pay all required dues, minimums, fees and charges. The Corporate Member may request to change the Designee in accordance with rules, regulations and procedures established by the Company and upon payment of the then current re-designation fee as set by the Company. The Corporate Member and the Designee under the Corporate Membership will be jointly and severally responsible for any unpaid dues, fees and other charges incurred by the Designee. Unless otherwise indicated or the context requires an interpretation to the contrary, the Designee under a membership held by a Corporate Member shall be considered as a Member for purposes of this Membership Plan and the Rules and Regulations. The Designee under a Corporate Membership shall have the same privileges as a Member in the corresponding individual category, including privileges for Immediate Family Members and Extended Family Members.

YOUNG EXECUTIVE MEMBERSHIP

Young Executive Members are entitled to use all of the Club Facilities. Young Executive Members are not required to pay greens fees for use of the golf course, but are required to pay golf cart fees or trail fees and/or caddie fees, as applicable. Range balls are complimentary. Advance sign-up privileges to reserve tee times will be determined by the Company. Young Executive Members are able to pay the Membership Fee in installments and reduced dues according to the age of the Member.

NATIONAL MEMBERSHIP

National Members are entitled to use all of the Club Facilities. National Members are not required to pay greens fees for use of the golf course, but are required to pay golf cart fees or trail fees and/or caddie fees, as applicable. Range balls are complimentary. These Members will have advance sign-up privileges to reserve tee times as determined by the Company.

NATIONAL YOUNG EXECUTIVE MEMBERSHIP

National Young Executive Members are entitled to use all of the Club Facilities. National Young Executive Members are not required to pay greens fees for use of the golf course, but are required to pay golf cart fees or trail fees and/or caddie fees, as applicable. Range balls are complimentary. Advance sign-up privileges to reserve tee times will be determined by the Company. National Young Executive Members are able to pay the Membership Fee in installments and reduced dues according to the age of the Member.

SPORTS/SOCIAL MEMBERSHIP

Sports/Social Members are entitled to use all of the Club Facilities. A Sports/Social Member and each of the Member's Immediate Family Members is limited to six rounds of golf during any given Membership Year and is required to pay a greens fee equal to the Member guest rate and cart fee and/or caddie fee, as applicable when playing golf. Golf privileges under a Sports/Social Membership are subject to availability and will be with advance sign-up privileges determined by the Company. Sports/Social Members and their Immediate Family Members are permitted to use the golf practice facilities only when playing a round of golf.

DINING MEMBERSHIP

Dining Members are entitled to use the dining facilities at the Club and can participate in non-golf related social functions at the Club. Dining Members do not have access to any golf, sports or other recreational facilities at the Club.

3.3 MEMBER PREFERRED TEE TIMES

Members will have priority access to tee times during peak demand periods. Peak demand periods will be based on Member play patterns and determined from time to time by the Director of Golf.

3.4 ASSOCIATE CLUB PRIVILEGES

Members, together with their Immediate Family Members, shall have such privileges ("Associate Club Privileges") at other clubs owned and/or operated by the Company or one of its affiliates and designated by the Company periodically (individually, an "Associate Club" and collectively, the "Associate Clubs"), as are determined from time to time by the Company. Associate Club Privileges may include reciprocal access to Associate Clubs, transferability of the Member's membership to another Associate Club, discounts at Pacific Links International resorts and such other privileges as are established or amended, modified or supplemented by the Company in its discretion. In respect of Associate Club Privileges, the Company and/or its affiliates may establish categories of Associate Clubs, which categories may be increased, decreased or otherwise changed (including the Club's category) periodically in their discretion. The terms, conditions, fees and other charges to exercise Associate Club Privileges, including, without limitation, reciprocal access availability, reciprocal access greens fees, transfer fees, and the terms of any discounts shall be as determined from time to time by the Company and/or its affiliates in their discretion. Notwithstanding the foregoing provisions of this paragraph, a

National Member or a National Young Executive Member and each of the Member's Immediate Family Members, is restricted to a maximum of six rounds of golf in the aggregate each Membership Year at any Associate Clubs within a 75-mile driving distance of the Member's primary residence.

3.5 AFFILIATE CLUB PRIVILEGES

Members, together with their Immediate Family Members, shall have such privileges ("Affiliate Club Privileges") at other clubs with respect to which the Company or one of its affiliates has an arrangement permitting access by Members, and designated by the Company periodically (individually, an "Affiliate Club" and collectively, the "Affiliate Clubs"), as are determined from time to time by the Company. The terms, conditions, fees and other charges to exercise Affiliate Club Privileges, including, without limitation, reciprocal access availability, reciprocal access greens fees, and the terms of any discounts, shall be as determined from time to time by Company and/or its affiliates in their discretion.

3.6 UPGRADE OF MEMBERSHIP

Members may upgrade to a higher category of membership in the Club for which they are eligible, upon written request to the Company. In order to upgrade, the Member shall pay to the Company the difference between the Membership Fee then charged for the higher category of membership and the Membership Fee charged at the time of the upgrade for the Member's current membership, as well as the dues and food and beverage minimum which apply to the higher category. The Company shall issue to the Member the membership in the higher category and the Member's current membership shall be deemed to have been resigned. The Member shall execute and deliver such documents as the Company shall require in connection with the upgrade.

3.7 TEMPORARY DOWNGRADE OF MEMBERSHIP

Members are able to temporarily downgrade to a lower membership category upon written request to the Company, which request can be granted or denied in the Company's discretion. The minimum period of the temporary downgrade is one year, unless otherwise determined by the Company. The Member can re-apply to retain the lower membership category status at the end of each one year period. Failure to do so shall result in automatic upgrade back to the Member's higher category of membership. No portion of the Membership Fee paid by the Member is refundable based on a temporary downgrade. A Member who has downgraded may return to the higher category of membership before the end of the current downgrade period by paying a reactivation fee to the Company equal to fifteen percent (15%) of the full annual dues required to be paid with respect to the higher category of membership. Notwithstanding a temporary downgrade, the Member is obligated to continue to make any installment payments in respect of the Membership Fee that come due during the downgrade period pursuant to the agreed upon payment schedule.

3.8 TRANSFER TO ANOTHER ASSOCIATE CLUB

A Member may transfer to an Associate Club, subject to the payment of applicable exchange and transfer fees. The exchange fee, if any, is the difference between the 1st level membership fee for the desired membership in the Associate Club and the 1st level Membership Fee charged at that time for the Member's membership. The transfer fee is equal to fifteen percent (15%) of the 1st level membership fee charged by the Associate Club for the desired membership. If the 1st level membership fee for the Associate Club membership is equal to or less than the 1st level Membership Fee for the Member's membership, the Member will only be responsible for payment of the applicable transfer fee.

3.9 RULES AND POLICIES

In order to enhance the recreational and social pleasure of Members, their family members and guests, the Company reserves the right to establish, amend or modify rules, regulations, policies, guidelines, or systems governing use, access or reservation of the Club Facilities. The respective owners and operators of the Associate Clubs and Affiliate Clubs reserve the same rights with respect to their clubs.

ARTICLE IV **FAMILY AND GUEST PRIVILEGES**

4.1 IMMEDIATE FAMILY PRIVILEGES

The Member's spouse or Significant Other (as defined below) and the unmarried children of the Member, the Member's spouse or Significant Other, who are under the age of 25, all of whom are herein defined as "Immediate Family Members," are entitled to use the Club Facilities on the same basis as the Member. The Company reserves the right to adopt such rules and regulations and policies as it shall determine with respect to use of the Club Facilities by children who qualify as Immediate Family Members. Further, the Company may restrict access of certain Immediate Family Members to the golf course during peak play periods based on playing ability.

4.2 EXTENDED FAMILY PRIVILEGES

"Extended Family Members" (herein defined as children of the Member, the Member's spouse or the Member's Significant Other who do not qualify as Immediate Family Members, parents and grandchildren of the Member and Member's spouse or Significant Other, and the spouses or Significant Others of such family members), are entitled to use the Club Facilities in accordance with the Member's privileges and upon the payment of preferred fees where required, such as for example, greens fees to play golf. The Company reserves the right to adopt such rules, regulations and policies as it shall determine with respect to use of the Club Facilities by Extended Family Members.

4.3 PRIVILEGES FOR INDIVIDUAL LIVING WITH A MEMBER

A Member living together with another individual (“Significant Other”) in a conjugal relationship in the same household as a family unit for a period of at least one year, may designate the Significant Other to use the Club Facilities as an Immediate Family Member. The Member and the Significant Other shall be individually and jointly responsible for the payment of all charges and fees incurred by the Significant Other. The Company reserves the right to require such forms and establish such fees and other rules it deems appropriate with respect to access by a Significant Other.

4.4 GUEST PRIVILEGES

Members may have guests use the Club Facilities, as well as the facilities of the Associate Clubs and the Affiliate Clubs, in accordance with the Member’s category of membership. Usage by guests is subject to the provisions of the Rules and Regulations and the guest policies in effect from time to time, which may include, without limitation, restrictions on the number of times a particular guest may use all or a portion of the Club Facilities, the facilities of a given Associate Club or Affiliate Club, the hours of use, and the number of guests a Member can sponsor on any given day, or during the course of a Membership Year or portion thereof. Restrictions may differ for accompanied and unaccompanied guests.

4.5 CERTAIN RESPONSIBILITIES OF A MEMBER

Each Member shall be responsible for the payment of all charges and fees incurred by, and the actions and conduct of, the Member’s Immediate Family Members, Extended Family Members and guests.

ARTICLE V **MEMBERSHIP AGREEMENT**

5.1 APPLICATION PROCEDURE

Each person or entity who desires to become a Member of the Club shall mail or otherwise deliver to the Membership Director of the Club, a fully completed and signed membership agreement (“Membership Agreement”) in the form provided by the Club together with the required Membership Fee. The required Membership Fee shall be set forth in each Member’s Membership Agreement.

5.2 REVIEW PROCESS

All applicants desiring a membership must be approved by the Company. The Company may require an interview with the Membership Director, and/or other designees of the Company. After receiving the Membership Agreement and any required items, the Company will, in the Company's discretion, determine whether or not the applicant is accepted for membership. The Company shall have the right, in its discretion, to accept or reject any applicant for membership. The Company shall notify the applicant of acceptance or rejection by providing written notice to the applicant. The Company shall not be required to provide reasons for its decision to accept or reject an applicant for membership. The Company may establish such order of priorities for consideration of applications and acceptance of applicants as it determines to be appropriate. In the event an applicant is not accepted for membership, the applicant will receive a refund of any amount previously paid, without interest.

5.3 RIGHTS GOVERNED BY MEMBERSHIP DOCUMENTS

By applying for membership in the Club, each applicant who is accepted for membership agrees to be bound by and comply fully with all of the terms and conditions of the Membership Plan and Rules and Regulations, as amended, modified or supplemented from time to time, and irrevocably agrees to fully substitute the membership privileges acquired pursuant thereto for any present or prior rights in or to use of the Club Facilities. By becoming a member of the Club, each Member shall have acknowledged that the rights acquired by such Member are mere contract rights, including, a revocable license to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations, as the same may be amended, modified or supplemented from time to time, so long as the Member remains a member of the Club. As such, the Company will not owe any fiduciary duty or other special duty to any Member.

ARTICLE VI **MEMBERSHIP FEE**

6.1 MEMBERSHIP FEE REQUIRED

Each person or entity who desires to acquire a membership will be required to pay a membership entrance fee ("Membership Fee") in an amount established by the Company, unless otherwise determined by the Company. The Company reserves the right in its discretion to change the amount of the Membership Fee for memberships in any given category from time to time. The amount of the Membership Fee required to be paid for a membership will be specified in the Membership Agreement.

6.2 NO REFUND OF MEMBERSHIP FEE

Membership Fees paid by Members are not refundable under any circumstances, unless otherwise expressly provided herein or in the Membership Agreement.

6.3 TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP

The Company makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any Membership Fees paid to the Company. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any Membership Fees.

ARTICLE VII **DUES, FEES AND CHARGES**

7.1 PAYMENT OF DUES, FEES AND CHARGES

The Company will determine the amount of dues, fees and charges which are payable by Members in its discretion. Dues shall be payable on a monthly basis in advance, unless otherwise determined by the Company from time to time. The dues and selected fees and charges relating to use of the Club Facilities, are indicated on the most current Schedule of Dues, Fees and Charges published by the Company. The amount of dues, fees and charges is subject to change from time to time by the Company in its discretion.

Payment of dues by Members is a continuing obligation of membership, which is not dependent upon the availability of all of the Club Facilities, or the frequency of use. Repair, maintenance and/or construction or remodeling of any of the Club Facilities and/or other occurrence or event (including, without limitation, acts of God, natural disasters, pestilence, weather, disease, other unanticipated cause, or requirements imposed by governmental authorities), whether within or beyond the control of the Company, may make it necessary for the Company to change the hours of use, or to restrict the use of one or more of the Club Facilities or portions thereof, or to close the Club temporarily. Dues shall not be reduced or suspended during the time when the Club Facilities or any of the Associate Clubs' or Affiliate Clubs' facilities, in whole or in part, are not available.

7.2 NO ASSESSMENTS AGAINST MEMBERS

Members will only pay applicable dues, minimums, fees and other charges, as established by the Company from time to time. Members will not be subject to any liability for operating assessments or capital assessments to pay any deficit in the costs of operation of the Club or the Club Facilities or to pay the cost of any capital improvements or repairs to the Club or the Club Facilities, respectively. The Company will pay all operating deficits incurred in the operation of the Club and the Club Facilities and will be entitled to all operating revenues resulting from operation of the Club and the Club Facilities. Increases in dues, minimums, fees or charges shall not be deemed an assessment for purposes of this paragraph.

7.3 FOOD AND BEVERAGE MINIMUM

All Members will be required to spend an annual minimum for food and beverages served at the Club. The spending minimum, which excludes taxes and gratuities, will be broken into two semi-annual periods. If the required minimum is not spent during the applicable period, the food and beverage minimum allocated for such period less the amount actually spent on food and beverages will be charged to the Club account of the Member in question. This spending minimum can be met by any purchases at any food and beverage outlet at the Club and/or any Associate Club (including the purchase of alcoholic beverages). The Company reserves the right to change the amount of the food and beverage minimum and the spending period in its discretion.

7.4 MEMBERSHIP YEAR

The Club's "Membership Year" will constitute the twelve month period commencing January 1 and ending December 31, unless otherwise established by the Company from time to time.

7.5 PAYMENTS BY RESIGNED MEMBER

A resigned Member shall be obligated to continue to pay dues, fees, and minimums (which will be prorated) and other charges associated with the resigned membership only through the month in which the resignation becomes effective and a resigned Member shall be permitted to use the Club Facilities until the end of the month in question. The Member is not obligated to make any additional Membership Fee installment payments after the end of the month in which the resignation becomes effective

ARTICLE VIII **RESIGNATION; TRANSFER OF MEMBERSHIP**

8.1 RESIGNATION

Should a Member desire to resign from the Club, the Member shall be required to give 30 days' prior written notice to the Company. Resignation of a Member is irrevocable, unless otherwise determined by the Company. No resignation shall become effective unless and until all amounts owed to the Company have been paid in full.

8.2 TRANSFER DURING MEMBER'S LIFETIME

An individual Member has the right to request the transfer of his or her membership to the Member's spouse, adult child or adult grandchild, who is approved for membership in the Club. The transfer of the membership is subject to the Company's approval and the payment of a transfer fee in an amount determined by the Company, as well as any amount outstanding on the transferring Member's Club account. An individual Member also has the right to request the

transfer of a substitute Corporate Membership to a bona fide legal business entity designated by the Member, of which the Member is a director, officer, partner, shareholder, member, manager or employee. The requesting Member or the Member's spouse (subject to the foregoing requirement) must be the initial Designee under the Corporate Membership. The transfer of the membership as aforesaid is subject to the approval of the Company and the payment of a transfer fee determined by the Company, as well as any amount outstanding on the transferring Member's Club account.

8.3 TRANSFER OF CORPORATE MEMBERSHIP

A Corporate Membership can be converted to an individual membership in the corresponding category and be transferred to the Designee of the Corporate Member, subject to a request therefor and the approval of the Corporate Member and the Company. A transfer pursuant to this paragraph shall be subject to the payment of a transfer fee determined by the Company.

8.4 TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER

Upon the death of a Member, the membership will be transferred to the Member's surviving spouse without the payment of any additional Membership Fee or a transfer fee. If there is no surviving spouse, or the surviving spouse does not desire to continue the membership privileges, the membership can be transferred to an adult child or adult grandchild of the deceased Member, who is approved for membership, without the payment of any additional Membership Fee or a transfer fee. If there is no surviving spouse or other permitted transferee who desires to continue the membership privileges or who is approved for membership as aforesaid, the membership will be deemed to have been resigned. The estate of the deceased Member and any transferee, if applicable, shall each be liable for any outstanding amount on the deceased Member's Club account at the time of death.

8.5 LEGAL SEPARATION OR DIVORCE

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by a decree of divorce, or if the separation is pursuant to agreement under the laws of a state where legal separation is so permitted, then title to the membership will vest in the spouse whom the spouses agree in writing is entitled to the membership. The Company may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion, and the Company will have no liability for transferring the membership to one of the spouses in reliance on such writing or instrument. Until the award of the membership and written notice thereof is provided to the Company, both spouses will be jointly and severally liable for all dues, minimums, fees and charges and may both continue to enjoy membership privileges so long as such amounts are timely paid. If the Company is unable to determine in its discretion which spouse is legally entitled to the membership within six months after the date of the divorce decree, the Company may, in its discretion: (i) not transfer the membership to either spouse, and deem the membership to be resigned; or (ii) request its counsel to advise the Company on the question,

and/or file an action in a court that the Company's counsel determines appropriate to determine lawful entitlement; and the spouses shall jointly be liable to the Company and shall reimburse the Company on demand for all of the Company's legal fees and costs related to any such request of counsel or filing of action.

ARTICLE IX **CLUB OPERATIONS**

9.1 MANAGEMENT AND OPERATION

The Company owns the Club Facilities and will manage and operate the Club Facilities. As a result, the Company and its designees are solely responsible for the governance and administration of the Club Facilities and the Club and will have the exclusive authority to accept Members, set Membership Fees, dues, minimums, other fees and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club. The Company also reserves the right to engage a professional management company to operate the Club Facilities.

9.2 CLUB COMMITTEES

The Company will establish a Golf Committee composed of Members of the Club. The members of this committee will be elected annually by the Members. The management of the Club will meet with the Golf Committee on a regular basis to discuss Member programs and events at the Club. The Company may establish other committees as it shall determine from time to time.

ARTICLE X **OTHER MEMBERSHIPS AND USE PRIVILEGES**

10.1 HONORARY MEMBERSHIPS

The Company may issue a limited number of Honorary Memberships to such persons or companies as the Company determines appropriate from time to time. These Honorary Memberships will be available on such terms and conditions and afford such rights and privileges as the Company determines appropriate. Honorary Memberships may be renewed or terminated in the Company's discretion.

10.2 COMPANY MEMBERSHIPS

The Company may issue a limited number of Company Memberships to such persons as the Company determines appropriate from time to time. These Company Memberships will be available on such terms and conditions and afford such rights and privileges as the Company

determines appropriate. Company Memberships may be renewed or terminated at the Company's discretion.

10.3 MEMBERS OF OTHER RELATED CLUBS

Members and designees of Associate Clubs, Affiliate Clubs and other Pacific Links clubs, and their guests, are permitted to use the Club Facilities on such terms and conditions as are determined by the respective owners and operators of such clubs and by the Company from time to time. Access by members and designees of these clubs and their guests to the golf course will be subject to the priority access of Club Members to tee times during peak demand periods as previously provided for.

10.4 PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY

The Company will have the right to designate other persons, including, without limitation, officers, directors, partners, managers, members, shareholders, employees and designees of the Company and its affiliates and their guests, to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Company. The Company will also have the right to permit prospective Members of the Club as well as prospective members of Associate Clubs, to use the Club Facilities on such terms and conditions as the Company may determine from time to time. The Company reserves the right, in its discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings, receptions and other special events from time to time.

10.5 CLUB GUESTS

The Company reserves the right to permit invitees of the Company to use designated Club Facilities as "Club Guests." Use of the Club Facilities by Club Guests shall be on such terms and conditions as shall be determined by the Company in its discretion from time to time.

10.6 OTHER MEMBERSHIPS

Other memberships in the Club may have been issued prior to the implementation of this Membership Plan (collectively the "Other Memberships"). If Other Memberships have been issued, they are governed by membership applications and/or agreements and related documents (collectively, the "Other Membership Documents"). The holders of the Other Memberships have access to the Club Facilities, the Associate Clubs and the Affiliate Clubs in accordance with the terms and conditions of the Other Membership Documents, as they may be amended, modified or supplemented from time to time.

ARTICLE XI
GENERAL PROVISIONS

11.1 PROTECTION OF MEMBERSHIP PRIVILEGES

In the event that the Company ever sells the Club Facilities, it will disclose the existence of this Membership Plan, as amended, modified or supplemented from time to time, to the purchaser and will require the purchaser to acquire title to the Club Facilities subject to the terms and conditions of this Membership Plan, as amended, modified or supplemented from time to time.

11.2 MEMBERS' ACKNOWLEDGMENT

Membership in the Club permits the Member to use the Club Facilities, the Associate Clubs and the Affiliate Clubs in accordance with this Membership Plan and the Rules and Regulations and the Member's category of membership. Membership in the Club is not an investment in the Company, its affiliates, the Club Facilities, the Associate Clubs or the Affiliate Clubs and does not give a Member a vested or prescriptive right or easement to use the Club Facilities, the Associate Clubs or the Affiliate Clubs. Membership in the Club does not provide a Member with an equity or ownership interest or any other property interest in the Company, its affiliates, the Club Facilities, the Associate Clubs or the Affiliate Clubs. A Member acquires only a revocable license to use the Club Facilities, the Associate Clubs and the Affiliate Clubs in accordance with the terms and conditions of the Membership Plan, the Rules and Regulations and the Membership Agreement, as the same may be amended, modified or supplemented from time to time. All rights and privileges of Members under the Membership Plan, Rules and Regulations and Membership Agreement are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time.

The Company reserves the right, in its discretion, to terminate, amend, modify or supplement this Membership Plan and the Rules and Regulations, to reserve memberships, to add, issue, modify, terminate or discontinue the offering of any type, category or class of membership or dues category, to recall any membership at any time for any or no reason whatsoever, 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 membership or in the Club Facilities available for use by Members. The owners and operators from time to time of the Associate Clubs reserve the right in their sole discretion to discontinue operation of any or all of the facilities thereat and to make any changes in the facilities at the Associate Clubs available to or the use thereof by, Members. The owners and operators from time to time of the Affiliate Clubs reserve the right in their sole discretion to discontinue operation of any or all of the facilities thereat and to make any changes in the facilities at the Affiliate Clubs available to or the use thereof, by Members.

In the event of termination of the Membership Plan (which terminates all memberships in the Club) without a replacement plan or replacement memberships, termination of a person's category of membership (which terminates all memberships in the category in question) without offering a replacement or alternative category for the terminated category, the recall of a membership, or the permanent discontinuance of operation of all or substantially all of the Club

Facilities, the Company will refund the Membership Fee paid to the affected Member(s), without interest, less any amount owed to the Company, within 60 days after the occurrence of the event giving rise to the refund.

The Company, for itself and on behalf of its successors and assigns, reserves the right to sell, merge, assign, convey, transfer or otherwise dispose of any or all of its right, title and interest in the Club Facilities to any party or parties. Upon any such sale, merger, assignment, conveyance, transfer or other disposition of all right, title and interest in the Club Facilities, the transferring party shall be relieved of and released from any and all obligations hereunder, under the Rules and Regulations and each Membership Agreement then in effect, provided however, the purchaser or the surviving company acquires such right, title and interest subject to the terms and conditions of the Membership Plan, the Rules and Regulations and Membership Agreements then in effect and assumes the obligations of the transferring party thereunder.

11.3 NO PLEDGE OF MEMBERSHIPS

A Member may not pledge or hypothecate the membership under any circumstances.

11.4 RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

No person has been authorized to give any information or make any representations not contained in this Membership Plan and the other membership documents and, if given or made, such information must not be relied upon as having been authorized by the Company. In the event of a conflict between the terms of membership contained in the Membership Plan, Rules and Regulations and Membership Agreement with other printed materials, the Membership Plan, Rules and Regulations and Membership Agreement shall govern.

11.5 MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

Memberships in the Club are being offered exclusively for the purpose of permitting Members the recreational use of the Club Facilities. Memberships should not be viewed as an investment and no Member should expect to derive any economic benefits or profit from membership in the Club. No federal or state authority has passed upon or endorsed the merits of this Membership Plan or any of the other membership documents.

11.6 THE COMPANY'S DISCRETION

With respect to any determination, approval, decision or judgment of the Company, any affiliate of the Company, or any owner or operator of an Associate Club or Affiliate Club hereunder or under the Rules and Regulations, such determination, approval, decision or judgment shall, except as otherwise expressly set forth in the Membership Plan or Rules and Regulations, as the case may be, be within the sole and absolute discretion of the party in question and shall be final. All uses of the word "discretion" in this Membership Plan or the Rules and Regulations shall mean sole and absolute discretion.