

Applecross Country Club

*Plan for the Offering of Membership
Amended December 2025*

INTRODUCTION

Membership Opportunities

This Membership Plan describes the Membership Opportunities and other guidelines for Applecross Country Club (the "Club"). The Club is an 18-hole Golf Facility and Country Club, located in Ambler, Pennsylvania. The Club is owned and operated by Applecross Club Operations LLC, and its affiliates.

Membership Categories

The Club is currently offering Sports, Social, Full Golf and Corporate Membership for Residents and Non-Residents of the Applecross Community.

Each category of Membership may have one or more "Tiers" for Membership with varying pricing and related privileges.

The Club may have different prices within each plan depending on the age of the applicant. Certain categories of Membership are subject to Food and Beverage Spending Requirements.

Reciprocal privileges and other benefits at other Clubs, and other affiliations may be available from time to time. Please see the Rules and Regulations and inquire with the Membership Director for current available programs.

The eligibility, benefits and other charges and requirements associated with each category of Membership is more fully described in the Club's Schedule of Membership Plans, Dues & Charges.

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 REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. 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 INDIVIDUALLY AND COLLECTIVELY SHALL GOVERN.

MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

MEMBERSHIPS AT 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 PROFITS FROM MEMBERSHIP AT THE CLUB.

NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

APPLECROSS IS A NON-EQUITY CLUB

The Club has created this plan to make Memberships available in the Club. By obtaining a Membership in the Club, Members obtain a non-exclusive revocable license to use the Club's facilities in accordance with the terms of this Membership Plan and Rules and Regulations of the Club. Members do not obtain any equity or ownership interest in any Club facilities or other assets of the Club or its affiliates. Members of the Club will not be permitted to vote on any Club matters or to otherwise become involved in the management of the Club or the Club Facilities.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

Every person who desires to obtain a Membership, or owns or purchases a property within the Community should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

CLUB REPRESENTATIVE IS AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding Membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Director or General Manager.

APPLICATION FOR MEMBERSHIP PRIVILEGES

APPLICATION PROCEDURE

i) Residents of Applecross and Social Membership

Residents of Applecross must complete a Resident Sports Membership Application & all required release of liability forms before being able to use the Club's facilities. Subject to the Membership Plan, Rules and Regulations and Guidelines of the Club, Sports Membership in the Club for Residents of the Community is mandatory per the Applecross Community Master Declaration of Covenants, Easements and restrictions for Applecross Country Club, a planned community, as amended ("Community Declaration").

ii) Non Resident Social Membership and Full Golf Membership

Each person who desires to become a Social Member or Full Golf Member must mail or deliver to the Club a fully completed and signed Membership Agreement, along with a check or credit card for the required Membership Deposit and initial year's dues. In the event the agreement is not acted upon favorably, the Membership Deposit and other dues or fees will be fully refunded, without interest.

REVIEW OF APPLICATION FOR MEMBERSHIP PRIVILEGES

All applicants desiring Non Resident or Full Golf Membership privileges must be approved by the Club. After receiving the Application for Membership Privileges, the Club will determine whether the applicant has satisfied the relevant conditions of Membership. If the applicant has satisfied those conditions, the applicant will be notified that the application has been acted upon favorably.

NO DISCRIMINATION

The Club may accept or reject any application in its sole and absolute discretion, and its decision on any Application shall be final. Notwithstanding the foregoing, it is specifically understood and acknowledged that no one applying to the Club shall be discriminated against based upon race, sex, religion, color, national origin, handicap, status as a veteran, sexual orientation, creed or ancestry.

MEMBER'S PRIVILEGES TO USE THE CLUB FACILITIES ARE GOVERNED ONLY BY THIS MEMBERSHIP PLAN, THEIR MEMBERSHIP APPLICATION, THE PRIVILEGES DESIGNATED FOR THEIR CHOSEN CATEGORY OF MEMBERSHIP, CLUB GUIDELINES AND THE CLUB'S RULES & REGULATIONS

If approved for Membership in the Club, the Member agrees to be bound by the terms and conditions of this Membership Plan, their Membership Application, the privileges designated for their chosen category of Membership, Club guidelines and the Club's Rules & Regulations, as amended from time to time and irrevocably agrees to fully substitute the Membership privileges acquired pursuant to this Membership Plan for any present or prior rights in or to use of, the Club Facilities.

CLUB OPERATIONS, RULES & POLICIES

Applecross Club Operations LLC, and its affiliates own, manage and operate the Club Facilities. As a result, the Club is responsible for the government and administration of the Club Facilities and will have the exclusive authority to accept Members from specified categories of Membership, set Membership fees, dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities.

RULES AND POLICIES REGARDING MEMBERSHIP PROGRAMS

In order to enhance the recreational and social pleasure of Members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities including the right to establish a tee time reservation system and policies for tee time reservations in its sole discretion to provide for the utmost playing pleasure for all Members. The Club will determine advance sign-up privileges for golf starting & tennis court times from time to time.

ELIGIBILITY FOR CLUB MEMBERSHIP

Residents of the Applecross community are offered a Resident Sports Membership as part of owning a home in the community around the Club. Full Golf Memberships and other non resident Social Memberships are being offered to persons who desire to use the Club Facilities and are approved for Membership.

Each prospective Member must submit an Application for Membership Privileges and be approved for Membership prior to use of the Club Facilities. If Memberships in the Club are not available, the Club will maintain a waiting list of those persons who have notified the Club in writing of their desire to obtain Membership privileges in the Club. The Club reserves the right to collect a non refundable deposit to establish a position on the Club's waiting list.

USE OF THE CLUB FACILITIES BY THE IMMEDIATE FAMILY OF A MEMBER

A Membership in the Club entitles the Member and the "Immediate Family" of the Member to use the facilities of the Club permitted by the Member's Membership category, unless the individual dues category is selected. If the individual dues category is selected, only the individual Member shall be permitted to use the facilities of the Club.

"Immediate Family" is defined as each spouse, either spouse's unmarried children who are under the age of 25 and who are living at home, attending school on a full time basis or serving in the United States Armed Forces. "Immediate Family" shall also mean a significant other who is designated as such in writing to the Club. Only two (2) adults (either a Member and a Spouse, or a Member and a significant other, together

with children who are immediate family as defined above), may have privileges of a Social Membership or other Club Membership at any time.

If a unit within the Applecross community is owned by more than one (1) person, both unit owners shall be named as Social Members, subject to the terms of the Club Membership Plan and Bylaws, with such privileges established for Social Membership.

GUEST PRIVILEGES

Members of the Club are permitted to have guests use the Club Facilities in accordance with the Rules and Regulations of the Club. The Club may limit the number of times a particular guest may use the facilities of the Club during any Membership year. The sponsoring Member is responsible for the payment of the applicable daily guest fees established by the Club from time to time.

MEMBERSHIP MAY BE HELD IN THE NAME OF A CORPORATE ENTITY

For the convenience of Members, an Associate, Social or Full Golf Membership in the Club may be held in the name of a partnership, company, trust or other form of multiple ownership (collectively, the "entity"). The Membership will be issued in the name of the entity. The entity must designate the one individual or family who will have the right to use the Membership privileges. The designated user may be changed by the entity upon payment of the transfer fee charged by the Club. Each individual designated must submit an Application for Membership Privileges and be approved by the Club. No more than one designated user and his or her immediate family shall be entitled to simultaneously use the Membership privileges, except as a guest. The Club reserves the right to establish from time to time, the rules governing the designation of an individual as the designated user of a Membership, including establishing a limit on the number of times a designation may be changed during a Membership year.

USE OF MEMBERSHIP PRIVILEGES BY LESSEES

The Club provides privileges to use the facilities of the Club to lessees of a Member's residential unit in Applecross. The lessee must submit an application for use privileges, be approved by the Club and pay any additional required fees prior to use of the facilities of the Club. A lessee who is designated as the beneficial user of the Member's Membership shall be entitled, upon payment of all required charges and fees, to the same privileges to use the facilities of the Club as the Lessor Member of the Club.

CLUB MEMBERS MAY NOT USE THE CLUB FACILITIES WHILE THE LESSEE IS THE DESIGNATED USER

During the period when a lessee is designated as the beneficial user of a Membership, the Member of the Club shall not be permitted to use the facilities of the Club with respect to that Membership. Members shall be responsible for all charges incurred by their lessees that remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each lessee.

RESIDENT MEMBERS MUST BE IN GOOD STANDING WITH PROPERTY MGMT CO.

In order to be eligible for Membership privileges, property owners at Applecross must be in good standing with the Property Owner's Association. The Club may require a good standing certificate from the Association at the time of Application. The Club shall consider good standing to include financial as well as ARB or ARC compliance. In the event a property owner of Applecross becomes a Member and subsequently is not in good standing with the Property Owner's Association, the Club, in its sole and absolute discretion may suspend or terminate Membership privileges. In the event of a suspension or termination for non compliance during the term of Membership, the Club is NOT liable to refund any prepaid dues or other fees which have not yet been used. In the event of termination of Membership privileges, the Club reserves the right to declare the refundable portion of the Membership Deposit as non-refundable.

MEMBERSHIP CATEGORIES AND PRIVILEGES

The Club offers several different categories of non-equity Membership. Each year, the Club shall publish a Schedule of Membership Plans, Dues and Charges. Each Membership category will have its own parameters for tee time access, number of rounds of golf, cart fees, etc.

In addition, the Club reserves the right to offer Dining Memberships and other Annual Memberships. The availability of these Memberships and the number and terms of use and the fees to be charged for the Dining Memberships shall be established by the Club from time to time.

COMPLIMENTARY MEMBERSHIPS

The Club reserves the right, in its sole discretion, to provide Membership privileges on a complimentary basis on terms and conditions in its sole and absolute discretion.

NUMBER OF MEMBERSHIPS IN THE CLUB

The total number of Memberships in the Club is limited based on the capacity of the Club Facilities and the use of the Club Facilities by the Members, as may be established by the Club from time to time.

The Club may establish limits on any Membership category in its sole and absolute discretion.

RESERVED CLUB MEMBERSHIPS

The Club reserves the right, in its sole discretion, to reserve Memberships in any category for persons who purchase a residential unit in Applecross and other persons designated by the Club from time to time.

RESERVED MEMBERSHIPS ARE NOT CONSIDERED AVAILABLE

Reserved Memberships are not considered as available and the Club may not be compelled to offer a reserved Membership.

WAITING LIST

If a person desires to acquire a Membership in a particular category of Membership and a Membership is not available in that category, the Club will establish a waiting list for that particular category of Membership.

Terms and Conditions of any waiting list are at the sole and absolute discretion of the Club and may be amended from time to time based on market and other general conditions.

INITIATION FEES & MEMBERSHIP DEPOSITS

Based on the category of Membership selected, and pursuant to the Club's Schedule of Dues and Charges to obtain Membership privileges in the Club, the applicant shall pay a Non Refundable Initiation Fee or a Refundable Membership Deposit in an amount determined by the Club from time to time, as further described in the Schedule of Membership Plans, Dues and Charges and the Application for Membership Privileges. Other terms, conditions and reserved rights of the Club pertaining to Initiation Fees and Membership Deposits include:

- Initiation Fees and Membership Deposits are NOT transferable, except as specifically provided for in this Membership Plan. Certain portions of the Membership Deposit are refundable only in accordance with this Membership Plan and the Membership Agreement & Application for Membership.
- The Club reserves the right to charge a higher Initiation Fee or Membership Deposit to those Members who do not own a residential unit or lot in AppleCROSS.
- The Club reserves the right to provide an Installment Plan for the payment of the Initiation Fee or Membership Deposit.
- The Club reserves the right to declare at the time of application a percentage of the Membership Deposit paid under the installment plan as non-refundable upon resignation from the Club by the Club Member based on the tenure of the resigning Member.
- The Club reserves the right at the time of application to declare any and or ALL amounts paid under a Club Installment Plan as non-refundable if the Member does not complete the full financial obligations for payment of the Membership Deposit as described in the Application for Membership.
- The Club reserves the right to charge a premium for use of the Club Installment Plan and/or charge interest on the unpaid balance. The amount of the premium and/or interest rate for the Club Installment Plan is described in the Application for Membership and is considered non-refundable.
- The Club reserves the right to change at any time the amount of the Membership Deposit to be refunded in any category of Membership. Any such change will not affect the rights of Members who have obtained Membership privileges prior to the time the change takes effect.
- The Initiation Fee or Membership Deposit shall be paid as further provided in the Member's Application for Membership Privileges.

TAX CONSEQUENCES OF OBTAINING MEMBERSHIP PRIVILEGES IN THE CLUB

The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of obtaining Membership privileges in the Club and refunding the Membership Deposit, without interest. All Members obtain their Membership privileges subject to all applicable tax laws as they may exist from time to time. Certain provisions of the Internal Revenue Code impute interest income to a lender with respect to a non-interest-bearing loan. It does not appear that these provisions currently apply to a refundable Membership Deposit. The Internal Revenue Service may, however, issue regulations which might impute interest income to a refundable Membership Deposit after the effective date of the regulations. Members should consult with their own tax advisor with respect to the tax consequences of paying the Membership Deposit.

FINANCING OF MEMBERSHIP DEPOSIT

Members may finance their Initiation Fee or Membership Deposit through a third-party lender, however, if the Member defaults on their payments to the third-party lender and the lender forecloses its security interest in the Membership, the Membership will be deemed to be resigned and the refund will be repaid to the lender when the Membership has been reissued by the Club to a new Member. The amount of refund paid to a lender upon reissuance of the Membership to a new Member will be based on the Membership Deposit paid by the Member for that Membership and the applicable portion which is refundable.

MEMBER MAY CONTINUE MEMBERSHIP AT END OF THIRTY YEARS

A Member who continues to be a Member for 30 years will receive a refund of the applicable portion of the Membership Deposit and will continue his or her Membership until the Member subsequently resigns from the Club and will continue to pay the applicable Membership dues, fees and charges. Any Member who continues his or her Membership after the end of the 30-year period will not be counted toward any cap or limits on the total number of Members or the number of Members in any category.

CLUB MEMBERSHIP PRIVILEGES MAY NOT BE PLEDGED EXCEPT FOR PURCHASE MONEY OBLIGATIONS

A Member of the Club may not pledge or hypothecate the Membership privileges in the Club except to the extent the lien or security interest is incurred as a result of obtaining the Membership privileges.

TRANSFER OF CLUB MEMBERSHIPS

TRANSFER OF RESIDENT SPORTS MEMBERSHIP

Resident Sports Membership is mandatory for all residents of Applecross. In the event of the sale of a home, a Transfer Fee is required to transfer Resident Sports Membership privileges to the new owners. This fee is non refundable.

TRANSFER OF NON RESIDENT SOCIAL OR SOCIAL MEMBERSHIP

Non Resident Social or Social Memberships are not transferable.

TRANSFER OF A FULL GOLF MEMBERSHIP TO THE CLUB

A Full Golf Member of the Club may transfer Full Golf Membership privileges only to the Club.

As an exception to the general rule and upon payment of a non refundable fee designated by the Club, owners of residential units in Applecross may arrange for the Club to reissue their Full Golf Membership to the purchaser of their residential unit or lot in Applecross. This is the case even though all of the Full Golf Memberships in the resigned Member's category of Membership may not have been issued. The purchaser must be approved for Full Golf Membership and pay the required Initiation Fees at the current rate at the time of transfer and transfer fee. This transfer to the purchaser of the residential unit or lot in Applecross is not subject to any of the waiting lists described herein. Re-issuance of Membership is subject to signed Club prepared documentation by both the owner of a residential unit and the purchaser and is subject to sole and absolute approval by the Club on a case-by-case basis.

TRANSFER OF MEMBERSHIP PRIVILEGES UPON THE MEMBER'S DEATH

Upon the death of a Member of the Club, the Membership privileges will be transferred to the Member's surviving spouse without the payment of any additional Membership Deposit. If there is no surviving spouse or the surviving spouse does not desire to continue Membership privileges, the Membership shall be deemed to be resigned and the Membership will be placed on the resigned Membership waiting list to be reissued to individuals who desire to obtain Membership privileges in the Club.

LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS

In the event married Members are legally separated or divorced, the Membership privileges including all benefits given to the holder thereof, shall vest in the spouse awarded the Membership, provided that such spouse fulfills the eligibility requirements for Membership in the Club. Both of the divorced or legally separated persons shall be required to give written notice to the Club designating the person who is

entitled to the Membership privileges immediately after the divorce or legal separation. Until written notice has been provided to the Club, both spouses shall remain responsible for the payment of all dues and other fees associated with the Membership.

Except as specifically allowed for and noted herein, any attempt to transfer or assign the Membership either voluntarily or involuntarily or by operation of law, shall be null and void. No person may obtain a Membership other than provided for in this plan.

REPAYMENT OF THE FULL GOLF MEMBERSHIP DEPOSIT & THE RESIGNED MEMBER WAITING LIST

REPAYMENT PROVISIONS ONLY APPLY TO MEMBERS WHO HAVE PAID A REFUNDABLE MEMBERSHIP DEPOSIT. INITIATION FEES AND NON-REFUNDABLE DEPOSITS ARE NON-REFUNDABLE AND NOT SUBJECT TO REFUND PROVISIONS NOTED HEREIN.

REPAYMENT OF MEMBERSHIP DEPOSIT IF THE DEPOSIT IS PAID IN FULL AND THE MEMBER DOES NOT USE THE CLUB INSTALLMENT PLAN.

Except as noted under the terms of the Club Installment Plan, The Club is obligated to repay to the Member one hundred percent of the Membership Deposit previously paid for Membership, without interest, upon the occurrence of the earlier of: (i) fifteen days after re-issuance of the resigned Membership privileges per the terms of re-issuement stated herein, or (ii) thirty years from the date of acceptance of the Member's Application for Membership Privileges and payment in full of the Membership Deposit.

RESIGNED MEMBERSHIP WAITING LIST

Resignations must be forwarded to the Club's Membership Director in writing no less than 60 days in advance of the expiration of Membership year. Resigned Full Golf Memberships with a refundable Membership Deposit will be placed on a waiting list on a first-come, first-served basis to be reissued to individuals who desire golf Membership privileges in the Club.

Until such time as the Club has three hundred fifty current and active Full Golf Memberships* paying dues in full, every fourth Membership issued* in the Club will be the next resigned Membership on the waiting list, provided that the new Member has paid a Membership Deposit or Initiation Fee at least equal to the Membership Deposit previously paid by the resigned Member.

At such time when there are three hundred fifty current and active full Memberships paying dues in full, every second Membership issued* in the Club will be the next resigned Membership on the waiting list, provided that the new Member has paid a Full Golf Membership Deposit or Initiation Fee at least equal to the Full Golf Membership Deposit previously paid by the resigned Member.

*For purposes of calculation the number of Full Golf Memberships, Associate Golf Memberships, regardless of tee time access or other privileges, shall NOT be considered Full Golf Memberships.

TERMS/DEFINITIONS OF 'RE-ISSUANCE' OF NEW FULL GOLF MEMBERSHIPS

THE CLUB WILL COMPLETE THE REISSUANCE OF A RESIGNED MEMBERSHIP ONLY AFTER AN ACCEPTABLE INDIVIDUAL OR CORPORATION DESIRES THE RESIGNED MEMBERSHIP AND HAS PAID THE FULL AMOUNT OF THE REQUIRED MEMBERSHIP DEPOSIT OR INITIATION FEE.

***FOR THE PURPOSES OF A REFUND OF A MEMBERSHIP DEPOSIT TO PERSONS ON THE WAITING LIST, A NEW MEMBERSHIP WILL NOT BE CONSIDERED FULLY ISSUED UNTIL PAYMENT OF THE ENTIRE MEMBERSHIP DEPOSIT OR INITIATION FEE HAS BEEN PAID IN FULL. THIS APPLIES TO ANY AND ALL MEMBERSHIPS WHICH UTILIZE THE CLUB INSTALLMENT PLAN.**

APPLICABLE CATEGORIES OF FULL MEMBERSHIP

For purposes of calculating how many Full Golf Memberships are active and paying dues in full, the Club shall count the PRIMARY NAMED MEMBER in the Full Golf Membership category(s) who are older than 30 years of age. Juniors Memberships, Super Seniors Memberships, Spouses, Children of Full Golf Members, and Honorary Memberships shall not be counted towards the total for purposes of determining the Membership Deposit repayment schedule.

BASED ON TOTAL ANNUAL RECEIPTS (ACTUAL PAID, NOT RECEIVABLES) OF FULL GOLF MEMBERSHIP REFUNDABLE MEMBERSHIP DEPOSITS AND FULL GOLF MEMBERSHIP INITIATION FEES AND NON REFUNDABLE MEMBERSHIP DEPOSITS, THE CLUB MAY REPAY A MINIMUM AMOUNT TO PERSONS ON THE MEMBERSHIP DEPOSIT WAITING LIST EACH YEAR REGARDLESS OF FULL RE-ISSUANCE OF FULL GOLF MEMBERSHIPS (calendar year basis for accounting measurements)

Depending on the level of Membership Deposit payment plans used by new Members, full re-issuance of a Membership to a level of equal or greater value than the resigned Member could take an extended period of time. In a given year, it is conceivable that very few, if any, Full Memberships would be considered 're-issued' if a Club provided payment plan is the primary vehicle for new Members joining the Club, or if the amount of the Initiation Fee or Membership Deposit is less than the value of the originally issued Membership Deposit.

To provide a more consistent flow of repayments to resigned Members on the waiting list, the Club may from time to time, in its sole and absolute discretion, utilize a minimum repayment formula as follows:

Until such time as there are three hundred fifty current and active Full Golf Memberships paying dues in full on a Membership year basis the Club may pay resigned Members on the waiting list the greater of:

- The amount required per previously described full deposit payment re-issuance guidelines.

OR

- A minimum of 25% of the funds received in total for Full Golf Membership Deposits and Full Golf Membership Initiation Fees for the year, including partial payments on a Club provided payment plan.

At such time as there are three hundred fifty current and active Full Golf Memberships paying dues in full, on a Membership Year basis, the Club may pay resigned Members on the waiting list the greater of

- The amount required per previously described full deposit payment re-issuance guidelines.

OR

- A minimum of 50% of the funds received in total for Full Golf Membership Deposits and Full Golf Membership Initiation Fees for the Membership year, including partial payments on a Club provided payment plan.

CLUB ELECTION TO REPAY PORTIONS OF A MEMBERSHIP DEPOSIT IN ADVANCE OF THEIR SCHEDULED REPAYMENT

In its sole and absolute discretion, the Club may elect from time to time to pay resigned Members on the waiting list on a first come first served basis a portion of the monies owed in advance of full re-issuance of Membership or other such re-payment requirement. Any refund payments made in advance of their scheduled repayment per the re-issuance guidelines shall NOT constitute a permanent waiver or change in Club policy for Membership Deposit refunds or re-issuance nor shall it bind the Club to make any such advance or accelerated payments in the future.

CLUB ELECTION TO OFFER GOODS AND SERVICES IN LIEU OF REPAYMENT OF MEMBERSHIP DEPOSIT

From time to time, and in its sole and absolute discretion, the Club may elect to offer resigned Members who are on the waiting list goods and/or other Club services in lieu of a refund. Goods and or services offered by the Club shall be under parameters or on a percentage basis solely determined by the Club. A forfeiture of a portion of the refundable amount may apply. In such an instance, the Club will recognize the applicable portion of the Membership Deposit repaid with goods and services as ordinary income.

Resigned Members are under no obligation to accept any offer by the Club for said goods and services and may stay on the waiting list for a full refund per Club guidelines for Member re-issuance and deposit repayment.

MEMBERSHIP DEPOSIT APPLIED TOWARDS CLUB DUES ("DEPOSIT FOR DUES")

A resigned Member may apply to the Club for permission to apply certain amounts of their Membership Deposit ("Deposit for Dues") which are refundable towards the payment of Club dues for the Membership Year(s) following their resignation. A forfeiture of a portion of the Refundable Membership Deposit will apply in amounts or percentages determined by the Club. The Club will approve/deny said application in its sole and absolute discretion. The Club may, in its sole and absolute discretion, limit the number of Members annually who may apply a portion of their refundable deposit towards dues. The Club may, in its sole and absolute discretion also fully rescind the Deposit for Dues program either permanently or for any time period the Club deems necessary.

No granting of an application for Deposit for Dues at any prior or forward time shall constitute a permanent waiver or change in Club policy for the granting of said privileges nor shall it bind the Club to allow any Member to apply a portion of their Refundable Deposit towards dues in the future.

As applicable, at such time when the amounts used by the resigning Club Member for subsequent year dues (including the forfeited amount) are equal to the amounts due for the refundable portion of their Membership Deposit, or pro rata thereof, the resigned Member will no longer have any Membership Privileges at the Club and the Club shall no longer have any liability for repayment of any portion of the Membership Deposit. The Club will require a separate written agreement between the resigning Member and the Club for any such arrangements. In such an instance, the Club will recognize the applicable portion of the Membership Deposit repaid with dues as ordinary income.

PERSONS WHO RECEIVE A FULL REFUND OF THE THEIR MEMBERSHIP DEPOSIT WILL BE SUBJECT TO A FULL NON REFUNDABLE INITIATION FEE OR NON REFUNDABLE MEMBERSHIP DEPOSIT IF THEY WISH TO RE-JOIN THE CLUB ALONG WITH OTHER GUIDELINES (“Refunded Members”)

Any Member (hereafter referred to as “Refunded Member”) who has received full repayment of their Membership Deposit either by payment from the Club or through the Club’s Deposit for Dues program or through the Club’s Offering of Goods and Services in lieu of repayment, or by any other means, shall be subject to certain guidelines if they wish to re-join the Club.

- The Refundable Membership Deposit Program will NOT be available to Refunded Members
- Refunded Members must pay the prescribed Non Refundable Initiation fee or Non Refundable Membership Deposit IN FULL AT THE TIME OF APPLICATION. The Club is NOT REQUIRED to offer any of its payment plans to Refunded Members if they wish to re-join the Club.
- Refunded Members will NOT be eligible to receive any “New Member Benefits” if they wish to re-join.
- Refunded Members do NOT HAVE any ‘grandfathered’ or other prescriptive rights to be automatically approved for Membership to the Club. The Club will review the application and elect to allow for Refunded Members to re-join the Club in its sole and absolute discretion.

LEGACY MEMBERS

The Club may provide refund benefits to Members who have paid a Refundable Deposit through a “Legacy” program which involves certain required continuing tenure of Full Golf Membership at the Club. The Legacy program allows for a refund of a Club determined portion (either a percentage or fixed dollar amount) of the Refundable Membership Deposit to be used as a “credit” towards the Member’s annual dues requirements. The Legacy program may involve multiple years of credits to fully refund the Membership Deposit based on the Club’s annual allowable portion of credit.

While the Legacy program may involve a credit towards dues similar to the Deposit for Dues program, Legacy program participants MAY continue with Membership privileges after they have received a full refund of their Membership Deposit WITHOUT the payment of new Initiation Fees or Membership Deposits.

The Legacy program requires separate documentation and is subject to the sole and absolute discretion and approval on a case-by-case basis by the Club.

The Legacy program may be initiated, suspended or terminated at any time by the Club in its sole and absolute discretion. Any Member enrolled in the Legacy program with proper documentation shall be permitted to complete the terms of their Legacy enrollment per its terms and conditions and not be subject to suspension or termination of the Legacy program.

PERSONS ON THE WAITING LIST MAY ELECT TO RECEIVE LESS OF A REFUND

Persons on the waiting list may apply to the Club for permission to receive less of a Membership Deposit refund payment in return for receiving the payment over a smaller period of time than would otherwise be available by staying on the then current waiting list. Such payments are made/offered at the sole and absolute discretion of the Club and are made on a case by case basis. Such advance payments made by the Club shall be in amounts solely determined by the Club and will NOT affect the time for repayment of persons on the waiting list. In such an instance, the Club will recognize the difference between the actual amount paid as a refund and the original amount paid by the resigned Member as ordinary income.

DEDUCTION FOR AMOUNTS OWED TO THE CLUB

The Club will deduct from the amount to be refunded to the resigned Member any amount which the resigned Member owes to the Club.

REPAYMENT OF MEMBERSHIP DEPOSIT UNDER TERMS OF CLUB INSTALLMENT PLAN

The Club reserves the right to offer installment plan(s) for the payment of the Membership Deposit for Membership. Provided that an installment plan is available, and is used by the Member, then the Club reserves the right to designate a certain specified percentage of the Membership Deposit as NON REFUNDABLE. The percentage of the Membership Deposit which remains refundable shall be repaid at the time of resignation on the same basis as any other Membership in the Club.

If declared by the Club at the time of application, Members using the Club Installment Plan must pay the entire Membership Deposit and any additional premiums and/or interest due for the Club Installment Plan to be eligible for a refund of the designated portion of their Membership Deposit. The Club reserves the right to declare at the time of application any and ALL amounts paid under the Club Installment Plan as NON REFUNDABLE in the event that a Member does not complete their full financial obligations as outlined in the Application for Membership.

REQUIREMENT FOR MINIMUM MEMBERSHIP TENURE TO BE ELIGIBLE FOR A REFUND OF THE APPLICABLE PORTION OF THE MEMBERSHIP DEPOSIT

The Club reserves the right to require a minimum tenure of Membership to be eligible for a refund of the applicable portion of the Membership Deposit in the event of a Club provided Installment Plan.

MEMBERSHIP DEPOSITS AND INITIATION FEES MAY NOT ALWAYS GO UP IN PRICE

The required Membership Deposit or Initiation Fee for any particular Member shall be the Deposit or Initiation Fee in effect on the date the Application is submitted by the Member. To respond to market or other general conditions, The Club may, in its sole and absolute discretion, lower or eliminate completely the Membership Deposit or Initiation Fee required for any category of Membership. Other than through the resignation process and /or guidelines for Membership Deposit refundability, Members who have already paid the higher Membership Deposit will NOT be entitled to a refund or credit of the difference between the amount of their Membership Deposit or Initiation Fee and the then going rate for the Membership Deposit or Initiation Fee in the Member's category of Membership.

PAYMENT OF DUES BY A RESIGNED MEMBER

A resigned Member shall be obligated to continue to pay dues and fees associated with the resigned Membership until the occurrence of the earlier of: (i) the re-issuance of the Membership by the Club, or (ii) December 31st of the year in which the resignation occurs. A Resigned Member shall be permitted to use the facilities of the Club for a period not to exceed one Membership year after the year in which they resigned and subject to the payment of all dues and required charges..

DUES AND PAYMENTS FOR OTHER CLUB SERVICES ARE NON-REFUNDABLE EVEN IN EVENT OF RESIGNATION

All payments for dues and other Club services which include but are not limited to bag storage, handicap service, locker rental, range fees, amenity upgrades, golf and social activity fees, cart passes, food and beverage credits, and other annual billed become non-refundable at the time of payment. If a Member resigns their Membership during a Membership year, the Club is not obligated to make any payments for a pro-ration of fees and services.

REPURCHASE OF MEMBERSHIPS UNDER OTHER CIRCUMSTANCES

The Club is not obligated to repurchase a Membership under any circumstances, other than the circumstances specifically described in this Membership Plan. The Club may, in its sole discretion, repurchase a resigned Membership, which is not being transferred to the subsequent purchaser of the resigning Member's residence in the Community, on terms agreed to by the Club and the Member. Any Membership so purchased shall be added to the Club's reserved Memberships.

DUES AND CHARGES

The Club's Membership year for ALL of its Memberships will constitute the twelve-month period commencing January 1 and ending December 31, unless otherwise established by the Club.

DUES, FEES AND CHARGES ARE ESTABLISHED PRIOR TO EACH MEMBERSHIP YEAR

Each year the Club will determine the amount of dues, fees and other charges to be paid by each Member of the Club for the next Membership year. The Club reserves the right to charge higher dues to those Members who do not own a residential unit or lot in Applecross.

Depending on the category of Membership, The Club will make available an individual dues category and family dues category. Full Golf Membership plans allow for individuals to add Spouses or children of the Member for an additional fee. If the individual dues category is selected only the individual Member shall be entitled to Membership privileges and the Member's immediate family may only use the facilities of the Club as a guest of a Member of the Club. The Club reserves the right, in its sole discretion, to modify the dues categories or terminate the individual dues category.

DUES SHALL BE PAYABLE ON AN ANNUAL BASIS

Dues shall be due and payable in advance, on or before the first day of each Membership year, unless otherwise established by the Club from time to time. The failure of any Member to pay dues and other fees within the prescribed time period shall constitute grounds for forfeiture of Membership privileges in the Club. The Club reserves the right to offer payment plans for dues with the payment of applicable administrative fees and/or interest and other terms or conditions determined by the Club.

PRO-RATED DUES

Resident Social Members will pay their Social Membership Fee on a monthly basis pursuant to the Master Declaration. Pro-rations apply in the first month of ownership based on settlement date.

Other than the Resident Social Members, persons obtaining Membership privileges in Club Membership after January 1st of any Membership year shall pay dues and other charges as determined by the then current pro-ration policy of the Club regardless of how many months remain in the Membership year. The Club reserves the right to amend its pro-ration policy for any category of Membership from time to time. Pro-ration is only available for new Members in their first year of Membership, and is only available based on the then current Club policy.

THE SCHEDULE OF DUES AND CHARGES DESCRIBES THE CURRENT DUES AND CHARGES

The current dues and charges for use of the facilities of the Club are described on the Schedule of Dues and Charges. The amount of dues and charges for subsequent years is subject to change.

NON-PAYMENT OF CLUB DUES AND FEES

The Club may immediately suspend some or all privileges associated with a Membership and/or terminate a Membership for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

NO ASSESSMENTS AGAINST MEMBERS

Members will only pay Membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Club will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues and profits resulting from operation of the Club Facilities. Annual increases in dues shall not be deemed an assessment for purposes of this provision. The budget and the calculation of the dues and other fees may include a reserve for capital replacements and improvements and this shall not be deemed an assessment for purposes of this provision.

ACTIVITY FEES/HANDICAP FEES/PRACTICE FACILITY FEES

The Club reserves the right to charge mandatory activity/handicap/practice facility fees to any Membership program in amounts determined by the Club. Activity Fees will be accounted for separately by the Club and may be used by the Club to subsidize Member's events and functions. The Club reserves the right to approve the application and / or dispersal of the Activity Fees.

THE CLUB MAY BE SUBJECT TO THE MASTER DECLARATION OF THE APPLECROSS COMMUNITY

The facilities of the Club are located within the Applecross residential community. The Club is subject to the Master Declaration of Applecross, and shall be entitled to the rights and privileges, and required to fulfill the obligations as further set forth in the documents pursuant to the Master Declaration at Applecross.

LEAVE OF ABSENCE

The Club may grant a leave of absence for Non Resident Social Members and Full Golf Members on a case by case basis, however, the granting of a leave of absence is at the sole and absolute discretion of the Club and may be denied. Leaves of Absence are not available for Resident Social Memberships.

OTHER MEMBERSHIPS

HONORARY AND SPECIAL CLUB MEMBERSHIPS

A limited number of Honorary and Special Club Memberships may be issued to persons or entities designated by the Club from time to time. These Honorary and Special Club Memberships are in addition to all other Memberships in the Club and shall be available on terms and conditions established by the Club from time to time.

USE OF OTHER CLUB FACILITIES

The Club reserves the right to enter into reciprocal use arrangements with other non-affiliated Clubs. 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. These reciprocal use privileges may be terminated at any time in the sole discretion of the Club.

PROMOTIONAL USE AND TOURNAMENT PLAY

The Club has the right to designate persons to use any or all of the Club Facilities, including the golf course, for any purpose and upon such terms and conditions as are established from time to time by the Club. The persons designated to use the Club Facilities may include, without limitation, persons who are employees of the Club, persons who are prospective Members of the Club, persons who are prospective purchasers of residential units or lots in Applecross and persons who are involved in special events held at the Club. The Club reserves the right, in its sole discretion, to restrict or otherwise reserve in advance the Club Facilities for maintenance, tournament or group play and other special events from time to time, and to promote the Club in advertisements and promotional materials by making reference to the Club and the availability of Memberships in the Club.

USE PRIVILEGES

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Member as a condition of Membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for their property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

Every Member of the Club shall be liable for any property damage caused by the Member, any guest or any family Member. The cost of such damage shall be charged to the responsible Member.

DISCIPLINE

Members are responsible for their own conduct and for the conduct of their family Members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, suspended or expelled from the Club and have all privileges associated with the Membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for Membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her Membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing Membership or which would likely injure the reputation of the Members or the Club.

The Club may restrict or suspend some or all of a Member's, family Member's and/or guest's Club privileges. If the Club determines that a Member's conduct or the conduct of his or her family or guest is improper, the Club may expel the Member, suspend or restrict the Member's Membership privileges, or restrict the use privileges of the Member's family or guest whose conduct was improper. No Member is

entitled, on account of any restriction, suspension or termination, to any refund of any Membership Deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

In the event of an expulsion hereunder, the Club in its sole and absolute discretion may:

- a) Place the Membership on the waiting list for reissuance and the Member's Membership Deposit shall be returned to the Member upon reissuance of the Membership in the same manner as in the case of any resigned Membership. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

OR

- b) Declare any portion thereof of, including the full amount of refundable portion of the Membership Deposit, as non-refundable.

All Membership privileges shall cease upon expulsion from the Club.

The Club may take disciplinary action against a Member (including, without limitation, suspension or termination of Membership) for violations of the Property Owners' Association Declaration, Community Charter or Community rules and/or the Architectural Review Board or Committee rules or standards.

RISK / PERSONAL INJURY

Any Member, family Member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The Member and his or her family Members and guests shall hold the Club their affiliates, successors and assigns and their respective shareholders, partners, directors, officers, Members, employees, representatives, agents and Members of the Club's committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spike-less shoes, or otherwise, arising out of or incident to Membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family Member.

Should any Member or party bound by the Club's Plan for Offering, Rules and Regulations and other Club guidelines bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership in the Club or use of the Club's facilities, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

Should any Member or party bound by the Club's Plan for Offering, Rules and Regulations and other Club guidelines bring suit against any of the Indemnified Parties as described herein, the Club reserves the right, in its sole and absolute discretion, to suspend Membership Privileges during the period in which suit is brought; in the event of a failure to obtain judgment as described herein, the Club shall have the right, in addition to damages noted herein, to terminate the Membership Privileges of the party that initiated suit and the Club shall not be liable for the refund of any applicable portion of the Membership Deposit or unused portion of annual dues or other annual fees.

AMERICANS WITH DISABILITIES ACT

The Club recognizes and complies with the Pennsylvania Human Relations Commission's Public Accommodation policies. The Club provides reasonable accommodations to all golfers and guests with disabilities who use the golf course or Club facilities. Any Member or guest who requires special assistance to use any of the Club's facilities must notify the Club in advance so that proper arrangements may be made to provide for any special accommodations.

If the use of a handicap flag is required, the Pro Shop must be notified prior to play. For the safety of all golfers and to protect the condition of the golf course, there may be times when carts are restricted to the cart paths for all players on any or all of the golf holes based on weather, agronomic conditions including wet or moist soil, seeding, fertilization, or golf course repairs. The decision to restrict cart traffic on any or all of the golf holes shall be made by the Director of Golf and Golf Course Superintendent.

FORCE MAJEURE

If operation or construction of the Club facilities is prevented in whole or in part by any law, rule regulation, order or other action adopted by Federal, state, or local government authority, or by any acts of God drought floods or storms, accident, epidemic, war, civil disorder, pandemic, strike or other labor difficulty, shortage or failure or supply of labor, fuel, power, water, equipment, supplies or transportation, inability to obtain a necessary license or approval, or by any cause not reasonably within the control of the Club or any affiliated party, whether or not specifically mentioned herein, the Club, and any affiliated entity shall be excused, discharged, or released from the performance to the extent the performance or obligation is so limited or prevented by the occurrence, without liability of any kind.

NO BUILDER, BROKER, AGENT OR COMMUNITY ASSOCIATION OWNERSHIP OR AFFILIATION

The Club is not affiliated with the Applecross Community Association, any Builder or contractor within Applecross or any real estate brokers or agents. The Club, it affiliates, employees, owners and directors make no representation or warranty concerning the development or homes at Applecross. Similarly, accept no representation or warranty from the community association or any real estate agent or broker regarding membership, the golf or Club operations, other than general information specific to Applecross Resident Social Membership and its privileges as outlined in the Applecross Community Master Declaration.

MEMBER'S ACKNOWLEDGEMENT

Notwithstanding anything to the contrary the Club is subject to the Applecross Community Master Declaration which describes the rights and privileges of Applecross Residents and Social Membership.

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

The Club reserves the right, in its sole and absolute discretion, to terminate or modify this Membership Plan and Rules and Regulations, Club Guidelines, its Schedule of Dues, Fees and Charges, to reserve Memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever. The Club may add, issue, modify or terminate any type, category or class of Membership, 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. Notwithstanding anything to the contrary, the Club may not change a Member's right to a refund of the applicable portion of the Membership Deposit, or the right to arrange for the Membership to be transferred by the Club to the subsequent purchaser of their property in accordance with the "Transfer of Membership" section of this Membership Plan.

In the event of termination of the entire Membership Plan, the Club at its sole discretion may a) refund the applicable refundable portion of the Membership Deposit to the affected Members based on the original time frame of their Membership Agreement or within a time period specified by the Club or b) allow the Member to apply an amount specified by the Club of the refundable portion of the Membership Deposit to future Club dues and services at rates and on a basis /over a period of time then specified by the Club. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate Membership Deposit as provided in the Membership Agreement, the Member shall look solely to the new owner for repayment of the Membership Deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan and the Applecross Community Master Declaration.

AMBIGUITIES AND CONFLICTS

To the extent there are any conflicts or ambiguities in the terms of the Membership Offering, Rules and Regulations or any other Club prepared materials/information, the Club shall have the sole authority to interpret the Membership Offering, Rules and Regulations or other Club prepared materials. The Club's decision shall be final and conclusive.