



MEMBERSHIP PLAN

Penobscot Valley Country Club Membership Plan

SECTION 1

Membership Privileges

1.1 DESCRIPTION OF MEMBERSHIP PRIVILEGES

This Membership Plan (the “Plan”) describes an opportunity for Members to acquire a non-refundable, non-equity membership at the semi-private Penobscot Valley Country Club (the “Club”). A description of the Club and the rights, duties and obligations of both the holders (the “Members”) of such revocable licenses (the “Memberships”) and the Club are set forth in the following pages. Each person or entity acquiring a membership will be entitled to use the specified Club Facilities in accordance with the terms and conditions of this Membership Plan and the Rules and Regulations of the Club.

SECTION 2

Offering of Memberships

2.1 REVOCABLE LICENSE

The Membership opportunities offered by the Club are, in each instance, a non-transferable, revocable license to use the Club’s Facilities in accordance with this Plan and the Rules and Regulations established by the Club from time to time. As such, each Membership is terminable for cause by the Club at any time. Each Member (single, couple, family or corporate) shall be entitled to use of the Club’s Facilities in accordance with the privileges granted by his or her category of Membership. Members have no right to vote on any matters affecting the Club and are not obligated to pay any operating or capital assessments or losses of the Club, at any time. Accordingly, no Member has any legal, beneficial, proprietary or equitable interest in any of the Club’s assets or income, nor does a Member acquire any right to use any of the Club’s Facilities, which are not set forth in this Plan or in schedules published by the Club from time to time. Membership in the Club is subject to advance payment of the required dues and fees and compliance with the Club’s Rules and Regulations. A Membership must be renewed on an annual basis by the payment of applicable annual membership dues.

2.2 MEMBERSHIP CATEGORIES

2.2.1 INDIVIDUAL GOLFING MEMBERSHIP

An Individual Membership entitles one individual full use of the facilities of the Club.

2.2.2 INDIVIDUAL SOCIAL MEMBERSHIP

An Individual Membership entitles one individual to use the facilities of the Club, except for golf. Golf privileges will be available at the member’s guest rate to all Social members. Social Members will not be eligible for Club tournaments and league play.

2.2.3 COUPLE GOLFING MEMBERSHIP

A Member and that Member’s Spouse- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house- are entitled to full use of the facilities of the Club.

2.2.4 COUPLE SOCIAL MEMBERSHIP

A Member and that Member’s Spouse- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house- are entitled to use of the facilities of the Club, except for golf. Golf privileges will be available at the member’s guest rate to all Social members. Social Members will not be eligible for Club tournaments and league play.

2.2.5 FAMILY GOLFING MEMBERSHIP

A Family Golfing Membership entitles a Member and that Member's family- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house, and their unmarried children under the age of twenty-two (22) (if residing at home, and attending school on a full time basis) to full use of the Club's Facilities. A child who has enjoyed continuous, uninterrupted privileges under a family membership shall be eligible for a membership upgrade to his/her own membership at such time as he/she no longer enjoys privileges under the family's membership.

2.2.6 FAMILY SOCIAL MEMBERSHIP

A Family Social Membership entitles a Member and that Member's family- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house, and their unmarried children under the age of twenty-two (22) (if residing at home, and attending school on a full time basis) to use the Club's Facilities, except for golf privileges. A child who has enjoyed continuous, uninterrupted privileges under a family membership shall be eligible for a membership upgrade to his/her own membership at such time as he/she no longer enjoys privileges under the family's membership. Golf privileges will be available at the member's guest rate to all Social members. Social Members will not be eligible for Club tournaments and league play.

2.2.7 CORPORATE MEMBERSHIP

A Corporate Membership is available to any bona fide ongoing business entity (partnership, company, trust, or other entity) that has been in legal existence for more than one year. A business that is formed for the purpose of purchasing a Corporate Membership shall not qualify as a bona fide ongoing business for purpose of this Plan. The holder of a Corporate Membership may designate in writing up to one (1) bona fide principal, partner, director, officer, shareholder or employee, or a beneficiary or settlor if the membership is held in the name of a trust, as Designee along with his or her spouse, each of whom shall complete an informational application and be above the age of eighteen (18). A Corporate Member may designate a new Designee a new Designee under the membership each year by making a request in writing once each year before April 1st. The Designee, or any substitute Designee, shall be subject to approval of the Club. Each Designee and the Corporate Member business entity shall be jointly and severally liable for all fees and other charges incurred by the Designee and any of their guests. Designee may bring guests to use the Club Facilities. Each Corporate Member may sponsor unaccompanied guests per diem, subject to tee-time availability and the discretion of the Club management.

2.2.8 STUDENT MEMBERSHIPS

A Student Membership is a restricted membership that allows full-time students under the age of 22 years to utilize the full Club facilities on a restricted basis, with same day only tee times and limited access to Club events. Student members will be required to pay the upgrade fee to the Individual Golfing membership status by the date of their twenty third (23) birthday or when full-time student status is no longer maintained.

2.3 MEMBERSHIP APPLICATION

2.3.1 Application Process

All members in good standing of the Penobscot Valley Country Club, as well as former members who were in good standing at the time they resigned as members, are eligible for membership. To the extent memberships are still available, others may also be allowed to join. Completed membership applications should be submitted for approval by Harris Golf Inc.

2.3.2 Acceptance of Membership

The application shall be reviewed by the Board of Directors of Harris Golf Inc. and voted upon within two (2) weeks after submission. If accepted, the Member shall be promptly notified in writing. If the application is rejected, any fee paid with the application shall be returned to the applicant, without any interest.

2.3.3 Membership Categories and Limit

The Club will initially offer a total of 350 Golfing memberships (excluding Honorary Memberships) and 150 Social memberships. The Club, in its sole discretion, reserves the right to increase this number of memberships at any time. In addition, the Club may, in its sole discretion, offer other categories of membership.

2.3.4 Waiting List

If an application is accepted, but no memberships are available in the particular membership category requested, the applicant shall be notified in writing. The applicant will then have the opportunity to join the Club as a member of a Social category of their choosing. The Social membership will entitle the applicant to use of the Club facilities with the exception of golf privileges, which will be made available to the Social Member for the current Member's guest rate. The Club will notify members on the waiting list when the opportunity becomes available for full golf membership status. The applicant shall be so notified, and the applicant shall have (15) days to confirm his/hers/it's memberships in writing, and to pay dues for the Membership year on a prorated basis. If the applicant fails to make such confirmation within the (15) day period, the applicant will remain at Social Membership status and be removed from the waiting list.

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP, THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE MEMBERSHIP IS A REVOCABLE LICENSE AND THAT ALL RIGHTS IN AND USE OF THE CLUB FACILITIES ARE ACQUIRED IN ACCORDANCE WITH AND LIMITED BY THIS PLAN.

2.4 MEMBERSHIP CARDS

2.4.1 Issuance.

A Membership card, in such form as may be required by the Club, will be issued to each Member and to the other eligible persons in the family who are entitled to charge privileges, when the course opens for business in 2009, and thereafter upon acceptance of the Membership Application. A Membership card is not transferable and may not be used by any person other than the person to whom it is issued.

2.4.2 Use.

Presentation of a Membership card is required prior to use of the Club Facilities and in order to charge at the Club. Membership cards will not be issued to children under sixteen (16) years of age, other than Student Members.

2.4.3 Lost or Stolen.

If a Membership card is lost or stolen, the Club should be notified immediately. The Member will remain responsible for charges made to the lost Membership card until the Club is notified of the loss of the Membership card. Replacement Membership cards will be issued and may be subject to an administrative charge as determined by the Club.

2.5 TAX CONSEQUENCES OF ACQUIRING A MEMBERSHIP

The Club makes no representations and expresses no opinions regarding the federal, state or local tax consequences of acquiring a Membership. All persons acquire their Membership subject to all applicable tax laws, as the same may be amended from time to time.

SECTION 3

Resignation or Termination of Membership

3.1 RESIGNATION

Members are not permitted to transfer their Memberships. Memberships are non-transferable and non-proprietary revocable licenses and as such, a Member may only resign his or her Membership by giving the Club written notice of the Member's desire to resign. Resignation is effective as of the end of the Club Membership Year in which notice of resignation is given. The resigned Member shall remain liable for any unpaid balance on his or her Club account and all dues through the end of the Club Membership Year of resignation..

3.2 LEAVE OF ABSENCE

Requests for Leaves of Absence shall be submitted to the Club. Such requests may be granted in the sole discretion of the Club as it may determine from time to time, but in no event shall a leave be granted for more than one Club Membership Year, or for a portion of a Club Membership Year.

3.3 DEATH OF A MEMBER

Upon the death of a Member, the Membership will automatically pass to the surviving spouse. If the surviving spouse renounces the Membership, the Membership will be treated as resigned. If the deceased Member is not survived by a spouse, the devisee or heir of the deceased Member, shall have the right to apply for Membership and, if eligible and approved, become a Member, provided such successor Member assumes and agrees to pay any unpaid

balance on the Club account of the deceased Member, together with an amount equal to the difference between the Initiation Fee paid by the deceased Member and the Initiation Fee presently charged by the Club. If the deceased Member's devisee or heir chooses not to apply for Membership or is not approved for Membership, the Membership shall be treated as resigned. Application must be made no later than thirty (30) days after the death of the deceased Member by the devisee or heir of the deceased Member. Failure to apply for Membership within the time period provided will permit the Club to treat Membership as resigned. Memberships will not be reserved during the pendency of probate proceedings or will contests.

3.4 LEGAL SEPARATION OR DIVORCE

If married persons, with a Couple Membership or Family Membership, are legally separated or divorced, the Membership shall vest in the spouse awarded the Membership by court decree or by separation agreement. In the absence of an agreement between separated spouses allocating the Membership to one of them, both spouses may continue utilizing the Club unless the Club is otherwise directed in writing, signed by both spouses. Upon divorce, the ex-spouses shall deliver to the Club a court decree or their joint written agreement allocating the Membership to one (1) of them, or their Membership privileges may be suspended (although dues will continue to accrue) upon notice from the Club until compliance with these rules. Both spouse (or ex-spouses, as the case may be) shall remain jointly and severally liable for all dues and other charges on the Club account until notification to the Club, or resignation in accordance with this Plan.

3.5 TERMINATIONS AND SUSPENSION OF MEMBERSHIP BY CLUB

The Club shall have the absolute right, in its sole discretion, to censure, suspend, or terminate the Membership of any Member for "Cause" if the Member or the Member's family or guests 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 that is otherwise improper, including, without limitation if the Member, the Member's family or guest has:

- (a) Submitted false information on the application for Membership or for guest privileges;
- (b) Allowed his or her Membership card to be used by another other than the designated holder;
- (c) Exhibited unsatisfactory behavior, department or appearance;
- (d) Failed to pay any amount owed to the Club (including dues) in a proper and timely manner; or
- (e) Failed to abide by the terms and conditions of this Plan or by the Rules and Regulations established from time to time by the Club.

Members shall be afforded an opportunity to be heard before the Club prior to any final determination on suspension or termination. Upon request of the Club, any Member whose Membership is terminated or suspended shall forthwith peacefully leave the Club property and surrender his or her Membership card(s). While any Member is terminated or suspended from the Club, the Member shall not have the privilege of using the Club's facilities for any purpose (whether as a guest or otherwise).

3.5.1 TERMINATION

Any Membership that is terminated for "Cause" will be treated as a resigned Membership.

3.5.2 SUSPENSION

The Club may at any time restrict, censure or suspend for such a period of time as the Club determines, in its sole discretion, for any one or more of the Causes described above, any Member's rights to use any or all of the Club's Facilities. The Club may also establish any such reasonable requirements deemed appropriate as a condition to the reinstatement of any Member. No such Member on account of any such restriction or suspension shall be entitled to any Refund or abatement of any Initiation Fee, Membership dues or other fees or charges. 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. The Club may state conditions to reinstate the Member to good standing.

3.6 CONTINUING OBLIGATION FOR CLUB CHARGES AND DUES

Notwithstanding any termination or suspension of Membership, the terminated or suspended Member shall remain liable for any unpaid balance on his or her Club account, including dues and other charges.

SECTION 4

Member and Non-Member Privileges

4.1 USE OF THE CLUB FACILITY BY A MEMBER

Members as defined in *Section 2* will have full use of the semi-private Club during the normal hours and days of the operating season. Membership benefits will include: no green fees, no monthly minimums, discounted rates of golf for guests, preferred tee times, discounted golf cart rates, discounts in the golf shop, locker room access, GHIN handicapping services (fee required) and invitation to Club events. All Member programs are subject to change.

4.2 USE OF THE CLUB FACILITIES BY A GUEST OF A MEMBER

Members may have guests use the Club Facilities in accordance with the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The Member will be responsible for the payment of charges incurred but not paid by his or her guests within the customary billing procedures of the Club, including any applicable daily guest fees established by the Club from time to time. Members will be responsible for the behavior and actions of their guests.

4.3 USE OF THE CLUB FACILITIES BY OTHER NON-MEMBERS

The semi-private Club may permit *Daily Fee* guests to use the Club during the normal hours and days of the operating season. Club directors, officers, employees and principals may enjoy limited privileges from time to time. As well, the Club reserves the right to host golf tournaments, golf outings and other special events. All such non-member uses and privileges shall be upon such terms and conditions as may be determined by the Club in its sole discretion.

SECTION 5

Club Operations

5.1 MANAGEMENT AND CONTROL OF CLUB FACILITIES AND OPERATION OF CLUB

The Club and all Club facilities are operated by Harris Golf, Inc., a Maine corporation (the "Company"), and use of the term "Club" in this Plan shall be synonymous with the term "Company". The Company shall establish the guidelines and fees for use of the Club Facilities, determine which facilities will be available to Members of the Club and their guests, and upon what terms and conditions, and shall reserve the right except as otherwise qualified in this Plan, to change the same from time to time. The Company will be hiring experienced golf professionals and golf industry personnel to manage all Club operations. The Company is solely responsible for the governance and administration of the Club Facilities and the Club, and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY OR RELATED ENTITIES MAY, AT ANY TIME: (A) SELL THE CLUB FACILITIES, OR ANY PART THEREOF, TO A THIRD PARTY, AFTER DECEMBER 1, 2010 AND/OR (B) CONTRACT FOR THE MANAGEMENT OF THE FACILITIES, OR ANY PART THEREOF, BY A THIRD PARTY. THE LISTING OF THESE OPTIONS IS NOT INTENDED TO, NOR DOES IT, LIMIT THE RIGHTS OF THE CLUB TO CHANGE OR MODIFY ITS OPERATIONAL AND/OR LEGAL STRUCTURE.

5.2 CLUB FACILITIES

Upon completion, the Club Facilities will include one Donald Ross-designed 18 hole semi-private golf course, clubhouse featuring a grille room, pro shop, function space, locker rooms, swimming pool, snack bar. Penobscot Valley Country Club is an 18-hole, semi-private country club catering primarily to its members while offering public tee times on a space available basis..

5.3 ADDITIONAL CLUB FACILITIES

THE CLUB MAY IN ITS SOLE AND ABSOLUTE DISCRETION ALTER, ADD TO OR SUBTRACT FROM THE AMENITIES OR FACILITIES OF THE CLUB AT ANY TIME, IN ANY MANNER AND TO ANY EXTENT.

SECTION 6

Dues and Charges

6.1 DUES

The Club will determine the amount of dues, fees and charges to be payable by Members each year. Members must pay the annual Membership dues each year by January 1st, annually in advance. Members, who resign or are terminated for cause during a Membership year, are not eligible for a refund of dues paid. Dues are not transferable. Dues may also vary according to category and type of Membership.

6.2 ASSESSMENTS

The Members shall not be assessed for capital improvements or operating losses of the Club.

6.3 CHARGE PRIVILEGES

A Member is entitled to charge privileges at the Club, so long as his or her Membership is in good standing. All charges for purchases and services at the Club may be charged to the Member's Club account. Members will receive a statement of their Club account charges, which have been billed to their pre-approved credit card. Members shall arrange for all monthly charges to be billed directly to a credit card, with a valid approved credit card kept on file in the Club offices.

6.4 JOINT AND SEVERAL LIABILITY

When a Membership is issued to a married Member who indicates that the Member's spouse will enjoy the privileges of Membership, both the Member and spouse shall be jointly and severally liable for all dues, fees, charges and liabilities associated with such Membership. Each Corporate Member Designee shall be jointly and severally liable with the Corporate Member for all dues, fees, charges and liabilities charged or incurred on behalf of that Designee and guests of the Corporate Member. All such Members shall remain jointly and severally liable as stated, unless and until the Club receives notice terminating responsibility, coupled with the resignation of the person that is no longer claiming responsibility for subsequent dues, fees and charges. Such notice and resignation shall not absolve or release the person or persons from responsibility for dues, fees and charges incurred prior to receipt by the Club of the notice and resignation.

SECTION 7

Loss or Destruction of Property or Instances of Personal Injury

7.1 LOSS OR DAMAGE TO PERSONAL PROPERTY

Neither the Club nor the Company shall be responsible for any loss or damage to any personal property left or stored on the Club's property or in facilities provided by the Club. All such personal property shall be and remain the responsibility of the Member and the Member agrees, as a condition of Membership, to indemnify and hold harmless the Club and Company from and against all damages, claims or losses (including attorneys' fees and costs) arising out of the use of the Club or its facilities for the storage of any Member's personal property left or stored at the Club or in facilities provided by the Club.

7.2 MEMBER LIABILITY FOR PROPERTY OR PERSONAL INJURY

No person shall remove from the Club facilities any property belonging to the Club or the Company without prior written authorization of the Club. A Member shall be liable for all property damage and personal injury which occurs at the Club or at any activity or function operated, organized, arranged, permitted or sponsored by the Club, when such property damage or personal injury is caused by the Member, or by any guest or lessee of the Member or by any member of the Member's family. Such Member, by accepting Membership, agrees to indemnify and hold harmless the Club and Company from and against all injuries, damages, claims or losses (including reasonable attorneys' fees) caused directly or indirectly by Member, Member's guests or any person entitled to use Member's Membership privileges.

7.3 ASSUMPTION OF RISKS

Any person who, in any manner, (i) makes use of, (ii) accepts the use of, or (iii) permits family member to use, (a) any property owned, lease or operated by the Club, or (b) any privilege or service provided for by the Club, acknowledges that he or she is voluntarily using or accepting such property, privileges or services with knowledge of the risk of possible injury to himself or herself, or to a member of his or her family, and as such, agrees and does accept any and all risk of injury to himself or herself or to a member of his or her family, sustained while using or

accepting such property, privilege or service from the Club. Any person who engages in any event, including, without limitation, any contest, tournament, game, league, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or removed from the Club Facilities, agrees that he or she is voluntarily participating in such event with knowledge of the risk of injury to himself or herself and as such, agrees to accept any and all risk of injury to himself or herself, sustained while participating in such events. In accepting the risk under this provision, each Member understands that he or she is relieving the Club and those employed by or affiliated with the Club, from any and all loss, cost, claims, injury, damages or liability sustained or incurred by the Member, his or her guests, lessees and family members resulting from or arising out of any use, service, property, privilege, conduct or event described above in this provision and will indemnify and hold harmless the Club from and against all damages, claims or losses arising out of the same, including reasonable attorneys' fees and costs.

SECTION 8

Miscellaneous

8.1 RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

No person is or has been authorized to give any information or make any representations with regard to the Club, the organization and operation of the Club, or the membership in the Club, which contradicts or purports to enlarge upon the information contained in the Club Documents. If you receive any representation other than what is written here, such information must not be relied upon as having been authorized by the Club, and please notify the membership director in writing.

8.2 MISCELLANEOUS

Each person desiring to obtain a membership should carefully read the "Club Documents". Each Member is responsible for complying with the Club's Rules and Regulations and this Plan. Only the Directors of the Company can answer questions concerning the Memberships available at the Club, or this Plan. The Club has implemented this Membership Plan, and the Rules and Regulations, under which Members, their families and guests will be permitted to use the Club Facilities. The terms of membership are described in this Membership Plan, the Rules and Regulations and the Membership Application (the "Club Documents"). The Club reserves the right to amend this Membership Plan and the Club Documents from time to time in its sole discretion.