



**Sunday River**  
*Golf Club*

Sunday River Golf 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 Sunday River Golf 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 Club Facilities in accordance with the terms and conditions of this Membership Plan.

**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 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 by the due date, as determined by the Club.

**2.2 INDIVIDUAL MEMBERSHIP**

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

**2.3 COUPLE 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 household.

**2.3.1 FAMILY 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 household) and their children, aged 23 or younger, providing those children are full time students.

**2.4 STUDENT MEMBERSHIP**

A Student Membership allows full-time students age 23 and younger to utilize the Club facilities on a reserved basis with same-day only tee times and limited access to Club events.

ALL MEMBER PROGRAMS AND PRICING ARE SUBJECT TO CHANGE.

## **2.4.2 SUNDAY RIVER ACCESS PASS**

An Individual Membership that entitles one individual use of the facilities of the Club. Has the same privileges as an Individual Membership except: tee times may be booked up to one week in advance and play on the course is restricted as follows: Members may play anytime from Club Opening until July 5<sup>th</sup>, 2009 and then from October 12<sup>th</sup> to closing, 2009. From July 6<sup>th</sup>, 2009 until October 11<sup>th</sup>, 2009, members may play Monday through Thursday anytime but only after 12 noon on Friday, Saturday and Sunday.

## **2.5 HONORARY MEMBERSHIPS**

Certain principals of the owner and members of the Board of Directors of the Manager, and certain other third parties involved in the development of the Club, and certain dignitaries, may be granted Honorary Memberships. Such Members shall be entitled to use the Club's Facilities.

## **2.6 UPGRADING MEMBERSHIPS**

Any Member who requests and is permitted to change his or her Membership to a new category that requires a higher annual dues shall have those dues adjusted as the first (1st) day of the first (1st) calendar month following the change of category.

## **2.7 MEMBERSHIP APPLICATION**

### **2.7.1 Application Process**

Owners of property near the Sunday River ski area in Newry, Maine and purchasers of such property are eligible for membership. To the extent memberships are still available, others may be allowed to join. Completed membership applications should be submitted for approval by the Board of Managers.

### **2.7.2 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.

### **2.7.3 Membership Categories and Limit**

The Club will initially offer a total of 300 memberships (excluding Honorary 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 memberships.

### **2.7.4 Waiting List**

If an application is accepted, but no memberships are available in the particular membership category of the applicant, the applicant shall be so notified in writing. The applicant shall have ten (10) days to notify the Club of his/her/its desire to be placed on the waiting list. When such a membership become available, the applicant shall be so notified, and the applicant shall have fifteen (15) days to confirm his/her/its 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 fifteen (15) day period, the application shall be deemed withdrawn. For good cause shown, and in the sole discretion of the Club, a prospective member may elect to remain on the waiting list beyond the date by which he is notified that a membership is available.

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP, EACH 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.

## **2.8 MEMBERSHIP CARDS**

(a) *Issuance.* A Membership card, in such form as may be required by the Club, will be issued upon acceptance of the Membership Application to each Member and to the other eligible persons in the family who are entitled to charge privileges. Membership cards will not be issued to children who are under sixteen (16) years of age. A Membership card is not transferable and may not be used by any person other than the person to whom it is issued. (b) *Use.* Presentation of a Membership card is required prior to use of the Club Facilities and in order to charge at the Club. (c) *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 Membership Department 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.

## **2.9 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 it 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. If the Club is not full at the time of resignation a members who resigns will be added to a list of resigned members. If initiation fees were paid, those fees will be refunded on a first-in first-out basis once the membership is full, (i.e., when the first person joins after the club is full, then the first to person to resign will be refunded their original initiation fee paid, or the current year's fee, whichever is less. This process will repeat itself).

#### **3.2 LEAVE OF ABSENCE**

Requests for Leave of Absences 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. 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, who are Couple Members, 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 as herein provided, or resignation as otherwise provided. Similar rules shall apply to unmarried persons who hold a Couple Membership.

### **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 other-wise 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, deportment 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 compensation for the loss of privileges or 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 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, GHIN handicapping services (fee required) and invitation to Club events. All Member programs and pricing 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 and collection 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. A Member's family may use the Club facilities on the same terms as guests.

#### **4.3 USE OF THE CLUB FACILITIES BY OTHER NON-MEMBERS**

The Semi-Private Club permits daily fee guests to use the Club during the normal hours and days of the operating season. 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” herein shall be synonymous to the term “Company”. The term "Board of Managers" means the Board of Directors of Harris Golf Inc. As such, 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 herein, to change the same from time to time. The Company hires experienced golf professionals and golf industry personnel to manage all Club operations. The Company is solely responsible for the government 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, 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, NOR IS THE CLUB OBLIGATED TO DO SO.

**5.2 CLUB FACILITIES**

The Club Facilities include one Robert Trent Jones II, 18 hole Semi-Private Golf Course, golf practice facilities, clubhouse featuring a grille room and pro shop. Sunday River Golf Club is an 18-hole, Semi-Private course catering primarily to its members and daily-fee guests.

**5.3 ADDITIONAL CLUB FACILITIES**

In the future, the Club may consider, in its sole discretion, adding certain other amenities.

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*

**6.2 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 by January 1, for all Membership Years, 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.

### **6.3 ASSESSMENTS**

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

### **6.4 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.

### **6.5 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. All such persons 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 claiming a termination of 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 operation of the Club, or the membership in the Club, which contradicts or purports to enlarge upon the information contained in this Plan and the related Rules and Regulations, if any. 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.

#### **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.**