

THE GROVE PARK INN RESORT, INC.
COMMUNITY MEMBERSHIP PLAN

PROLOGUE
PURPOSE OF THIS PLAN

The Community Membership Plan for The Grove Park Inn Resort & Spa (the “**Resort**”) detailed herein, the Community Membership Rules and Regulations of the Resort from time to time adopted by the Resort, and the Community Membership Agreement (collectively, the “**Community Membership Documents**”), together offer individuals an opportunity to obtain Community Membership privileges at the Resort. Presently, the Resort is offering the following categories of Community Membership: (i) Full Community Memberships to owners of residences in The Fitzgerald Condominium and other Grove Park Inn Communities hereafter designated (collectively, the “**Grove Park Communities**”); (ii) Non-Resident Community Memberships to owners of residences in Grove Park Communities who reside in their residence less than one hundred eighty-three (183) days in any calendar year and who have their permanent residence outside of a fifty (50) mile radius from the Resort and (iii) Social Community Memberships to owners of residences in Grove Park Communities who do not desire the full golfing privileges afforded the other categories of Community Membership and are willing to pay greens fees to play golf at the Resort. The Community Membership privileges offered vary according to the category of Community Membership as more particularity set forth in the Community Membership Documents. The Resort reserves the right to create additional categories of Community Membership, to amend the current offering of Community Membership categories and to establish and amend other categories of membership in the Resort. The Community Memberships and any other categories of membership in the Resort are collectively referred to as the “Memberships” and their members are collectively referred to as the “Members.”

USE AND PRIVILEGES OF THE RESORT FACILITIES AND SERVICES

The Grove Park Inn Resort, Inc. (the “**Resort Owner**”) owns, operates and manages certain real property and facilities known as The Grove Park Inn Resort & Spa, located in Asheville, North Carolina. The Resort has decided to make certain of its facilities and services available to individuals who are admitted into Community Membership at the Resort as set forth in this Community Membership Plan. The facilities and services which are available to the Community Members include an 18-hole golf course, tennis and racquetball courts, a sports complex with men’s and women’s locker room facilities, fitness center, tennis and golf pro shops, food and beverage facilities, indoor and outdoor swimming pools and The Spa at The Grove Park Inn (collectively, the “**Resort Facilities and Services**”). A more detailed list of the currently available Resort Facilities and Services and the current fees and charges applicable to them is set forth on the Community Membership and Guest Fee Schedule attached hereto as **Exhibit B** (the “**Fee Schedule**”). Access to and use of the Resort Facilities and Services is subject to the Rules and Regulations and payment of the fees and charges set forth on the then current Fee Schedule.

The Community Membership privileges of use of the Resorts Facilities and Services are granted by a revocable license. By acquiring a Community Membership, the Community Member does not acquire any ownership interest in the Resort or the Resort Facilities and Services. By the same token, a Community Member is not subject to special assessments or any deficit-funding requirement, which remain the sole responsibility of the Resort Owner.

COMMUNITY MEMBERSHIP PRIVILEGES

Community Membership in the Resort is an opportunity to belong to a recreational, dining and social Resort. Community Membership is by invitation only. Each Community Member is permitted certain privileges to use the Resort Facilities and Services in accordance with this Community Membership Plan.

MEMBERSHIP OFFICE IS AVAILABLE TO ANSWER INQUIRIES

Should there be any questions concerning the Community Membership Documents or the Community Membership opportunities at the Resort, please contact the Club Manager at the Resort's Membership Office, 290 Macon Avenue, Asheville, North Carolina 28804, Telephone: (828) 252-2711 or (800) 438-0500.

FOLLOW THESE PROCEDURES TO MAKE APPLICATION FOR COMMUNITY MEMBERSHIP PRIVILEGES

Individuals are extended an opportunity to acquire a Community Membership in the Resort upon compliance with the following requirements:

1. Complete and sign the required Application for Community Membership form;
2. Complete and sign the required Community Membership Agreement form; and
3. Mail or deliver to the Membership Office the completed and signed required forms and a check in the amount of the applicable Initiation Fee.

RELY ONLY ON INFORMATION IN THE COMMUNITY MEMBERSHIP DOCUMENTS

No one is authorized to give any information or make any representation to an applicant not contained in this Community Membership Plan or any other Community Membership Document, and if anyone has given any information or made any representation or promise that doesn't appear in this Community Membership Plan or any other Community Membership Document, the applicant may not rely upon it as having been authorized by the Resort Owner.

Community Membership is being offered exclusively for the purpose of permitting persons obtaining Community Membership privileges to use the Resort Facilities and Services (as outlined in the Community Membership Documents). Community Membership privileges should not be viewed or obtained as an investment, and no one obtaining Community Membership privileges should expect to derive any economic benefits or profits from Community Membership in the Resort.

Table of Contents

Section	Page
INTRODUCTION.....	1
1. Community Membership Opportunities.....	1
2. Resort Services and Facilities.....	1
COMMUNITY MEMBERSHIP PRIVILEGES.....	2
3. Definition of Family and Selection of Primary Designated Adult	2
4. Selection of Designated Adult.....	3
INITIATION FEES, DUES AND CHARGE PRIVILEGES	3
5. Initiation Fees.....	3
6. Partial Repayment of Initiation Fees for Resigning Community Members	3
7. Change in Community Membership Category.....	4
8. Dues.....	4
MEMBERSHIP CARDS, CHARGE PRIVILEGES AND ACCOUNTS.....	5
9. Membership Cards	5
10. Charge Privileges	5
11. Accounts.....	5
COMMUNITY MEMBERS' FINANCIAL RESPONSIBILITIES/INDEBTEDNESS	5
12. Community Members' Financial Responsibilities; Delinquent Accounts.....	5
TRANSFER, CHANGE OF COMMUNITY MEMBER; RESIGNATION OR REVOCATION OF COMMUNITY MEMBERSHIP	6
13. Transfers Prohibited; Community Membership Resignation Only	6
14. Change of Community Member.....	7
15. Resignation of Community Member	7
DEATH/DIVORCE OF COMMUNITY MEMBER.....	8
16. Death of Community Member.....	8
17. Divorce of Community Member	9
18. Failure of Deceased or Divorced Successor to Qualify for Community Membership	9
19. Other Circumstances	9
COMMUNITY MEMBERSHIP YEAR	9
20. Community Membership Year	9
GUESTS	9
21. Guest Privileges.....	9
DISCIPLINE OF COMMUNITY MEMBERS	10
22. Reasons for Discipline.....	10
PERSONAL INJURY AND LOSS OR DESTRUCTION OF PROPERTY.....	12
23. Community Member Responsibilities and Indemnities	12
TRANSFER OF RESORT OR RESORT FACILITIES.....	13
24. Sale of Resort to a Third Party	13
25. Dissolution of the Resort.....	13
EXHIBIT A	14
EXHIBIT B	15

THE GROVE PARK INN RESORT, INC.
COMMUNITY MEMBERSHIP PLAN

INTRODUCTION

1. Community Membership Opportunities.

The Resort is currently offering individual applicants an opportunity to become a Community Member at the Resort in the following Community Membership Categories:

1.1 Full Membership. This Community Membership is available only to owners of residences in Grove Park Communities and entitles the Full Member to the use of all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan.

1.2 Non-Resident Membership. This Community Membership is available only to owners of residences in Grove Park Communities (i) whose residence in a Grove Park Community is collectively utilized by the owners and Designated Adult(s) less than one hundred eighty-three (183) days in any calendar year; and (ii) whose primary residence is outside of a fifty (50) mile radius from the Resort; and (iii) whose Designated Adults each maintain a primary residence outside a fifty (50) mile radius from the Resort; and (iv) who collectively utilize the Resort Facilities and Services less than one hundred eighty-three (183) days in any calendar year. This Community Membership entitles the Non-Resident Member to use all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan. The Resort reserves the right to request proof of residency to verify compliance with Non-Resident Membership requirements.

1.3 Social Membership. This Community Membership is available to owners of residences in Grove Park Communities who do not desire the full golf privileges available to Full Members and entitles the Social Member to the use of all of the Resort Facilities and Services on the terms and upon payment of the Initiation Fees, Dues and Charges set forth in this Community Membership Plan, including the payment of greens fees for playing golf at the Resort.

Only one individual may be named as the Community Member for each residence in a Grove Park Community. The privilege to use the Resort Facilities and Services is available to Community Members, their guests, family, and Designated Adults as permitted by this Community Membership Plan. The Resort reserves the right to offer additional Community Membership categories, to amend the current offering of Community Membership categories and to establish and amend other categories of membership in the Resort. The Resort further reserves the right to offer Community Memberships on whatever terms it deems appropriate in its sole and absolute discretion. The Community Memberships and any other categories of membership in the Resort are collectively referred to as the "Memberships" and their members are collectively referred to as the "Members."

2. Resort Services and Facilities

The Resort owns, operates and manages certain real property and facilities known as The Grove Park Inn Resort & Spa, located in Asheville, North Carolina. The Resort has decided to

make certain of its facilities available to Community Members who are admitted into the Resort's Community Membership Plan. The Resort Facilities and Services which are currently available to the Community Members include an 18-hole golf course, tennis and racquetball courts, a sports complex with men's and women's locker room facilities, fitness center, tennis and golf pro shops, food and beverage facilities, indoor and outdoor swimming pools and The Spa at The Grove Park Inn (collectively, the "**Resort Facilities and Services**"). A more detailed list of the currently available Resort Facilities and Services and any special benefits or services available to the different categories of Community Membership is attached hereto as **Exhibit A**. Note that upon giving adequate notice, the Resort reserves the right to change the Resort Facilities and Services offered to the Community Members and to annually adjust the fees and costs charged for use of the Resort Facilities and Services.

COMMUNITY MEMBERSHIP PRIVILEGES

3. Definition of Family and Selection of Primary Designated Adult

A Community Membership entitles the Community Member and his/her family (as defined below) and any Designated Adult (as defined in **Section 4** in this Community Membership Plan) to all of the privileges of the Community Membership, subject to the right of the Resort Owner to deny such privileges to any person upon the request of the responsible Community Member or for violation of the Community Membership Documents.

The term "family" shall include the Community Member and the Primary Designated Adult and the unmarried children of the Community Member and/or the Primary Designated Adult who are each twenty-three (23) years of age or younger and either: (i) maintain the same principal residence as the Community Member; or (ii) are serving in the armed forces or attending school on a full-time basis.

The "Primary Designated Adult" may be the Community Member's spouse or any person eighteen (18) years of age or older who maintains the same principal residence as the Community Member. The Community Member shall identify in writing to the Membership Office (or the sales office if applicable) the person who shall be the "Primary Designated Adult" for such Community Member's Community Membership.

A child of a Designated Adult other than the Primary Designated Adult is not entitled to the privileges of the Community Membership. Such a child of a Designated Adult other than the Primary Designated Adult shall be considered a guest and is granted privileges only as provided in **Section 21** of this Community Membership Plan.

There shall be only one Primary Designated Adult at a time per Community Membership; provided, a Community Member may change the Primary Designated Adult by written notice to the Membership Office (or sales office if applicable), upon payment of such reasonable administrative fees as may be established by the Resort Owner from time to time and subject to the right of the Resort Owner to impose reasonable limitations on the frequency of such changes.

If the Primary Designated Adult ceases to maintain the same principal residence as the Community Member, such person shall cease to qualify as a Primary Designated Adult unless named by the Community Member as a Designated Adult, and the Resort Owner shall deny access and use privileges to such person; provided, the Community Member shall remain responsible for all actions and charges of such person unless and until the Membership Office

receives written notice from the Community Member to cancel such person's status as the Primary Designated Adult, and then only as to charges arising following receipt of such written notice, all previously incurred charges remaining the sole obligation of the Community Member.

4. Selection of Designated Adult.

A Community Member may designate up to three (3) Designated Adults, including a Primary Designated Adult. A Designated Adult may be any person eighteen (18) years of age or older. A Designated Adult shall be entitled to all the privileges of the responsible Community Member's Category of Membership, subject to the right of the Resort Owner to deny such privileges to any person upon request of the responsible Community Member or for violation of this Community Membership Plan. Designated Adults must be approved by same application process as the Community Member.

INITIATION FEES, DUES AND CHARGE PRIVILEGES

5. Initiation Fees

Each individual making an application for Community Membership is required to pay the then-existing Initiation Fee established by the Resort Owner for the category of Community Membership for which the applicant is applying. The Initiation Fee entitles the Community Member to name either (i) a Primary Designated Adult or (ii) one Designated Adult (herein called Designated Adult #1) at no additional charge. The Community Member may also choose to designate up to two (2) additional Designated Adults (herein called "Designated Adult #2" and "Designated Adult #3") for an additional fee for each additional Designated Adult. The Additional Designated Adult Initiation Fee shall be equal to one-half of the then-existing Initiation Fee in effect for the Category of Membership held by the Community Member as of the date the Designated Adult Applicant submits application for such membership.

The current Initiation Fees are set forth on the Fee Schedule attached as **Exhibit B**. In the event that the individual's application for Community Membership is rejected, the Initiation Fees will be refunded in full without interest. Except as provided in the following **Section 6** of this Community Membership Plan, Initiation Fees are non-refundable and upon payment become the property of the Resort Owner.

6. Partial Repayment of Initiation Fees for Resigning Community Members

The Community Member shall resign the Community Membership upon the sale, conveyance or transfer of his/her residence in a Grove Park Community. If the new owner of the resigning Community Member's residence in a Grove Park Community applies for and is accepted as a Community Member within one (1) year from the closing date of the sale, conveyance or transfer, the Resort will repay the resigning Community Member one-half (1/2) of the then-existing Initiation Fee for the Category of Community Membership selected by the new Community Member, not to exceed one-half (1/2) of the then-existing Initiation Fee for the resigning Community Member's Category of Community Membership. The Designated Adult Initiation Fees are non-refundable and are not eligible for partial repayment.

To be eligible for such partial repayment, the selling Community Member must be an active Community Member in good standing on the closing date of the sale of the Community Member's residence in a Grove Park Community. Such payment will be made within thirty (30)

days of the payment of the Initiation Fee by the new Community Member. Notwithstanding the foregoing, if the selling Community Member has resigned prior to the date of such closing, the selling Community Member shall not be eligible for any such partial refund of the Initiation Fee.

7. Change in Community Membership Category.

7.1 Social Member Upgrade. Social Members who desire to become a Full Member shall pay the then-existing Initiation Fee charged for the Full Membership they obtain and shall receive a credit for the Initiation Fee previously paid by them.

7.2 Non-Resident Member Disqualification. Non-Resident Members who cease to qualify for Non-Resident Membership because their residence in a Grove Park Community is collectively utilized by its owners and Designated Adult(s) one hundred eighty-three (183) days or more in any calendar year or whose primary residence is within of a fifty (50) mile radius from the Resort or any of whose Designated Adults maintains a primary residence within a fifty (50) mile radius from the Resort or who collectively utilize the Resort Facilities and Services one hundred eighty-three (183) days or more in any calendar year shall be required to obtain either a Social Membership or a Full Membership within sixty (60) days of such disqualification and pay the then-existing Initiation Fee charged for a the Community Membership Category they choose to obtain for which they shall receive a credit for the Initiation Fee previously paid by them.

7.3 Community Member Downgrade. Community Members who desire to obtain a Community Membership in a Community Membership Category which has lower Monthly Dues at such time shall not be entitled to any refund for the difference between the Initiation Fee previously paid by them and the Initiation Fee for the Community Membership Category they desire and shall be required to pay any difference between the Initiation Fee they originally paid and the then-existing Initiation Fee for the Community Membership Category they choose.

8. Dues

Community Membership requires the payment of Monthly Dues; the Monthly Dues are set forth on the Fee Schedule attached as **Exhibit B**. The Monthly Dues shall cover access and membership privileges for the Community Member and the Primary Designated Adult or Designated Adult #1 at no additional charge. The Designated Adult Additional Dues shall increase the Community Member's Monthly Dues by one-half of the then-existing Monthly Dues established by the Resort Owner for the Community Member's category of Community Membership for each additional Designated Adult.

The amount of Monthly Dues is determined by the Resort Owner, which has the sole authority and discretion to annually modify and change the Monthly Dues amounts upon the Resort Management's determination and following notice to the Community Members. All Monthly Dues billed are due and payable upon receipt.

The payment of Monthly Dues will not be abated for any reason, including, without limitation, any extended absences of the Community Member from the area, or any temporary disability preventing the Community Member's use of the Resort Facilities and Services.

MEMBERSHIP CARDS, CHARGE PRIVILEGES AND ACCOUNTS

9. Membership Cards

Each Community Member shall be assigned a Membership account number, evidenced by the issuance of a Membership card imprinted with the Community Member's name and account number.

Membership cards and other evidence of Community Membership should be presented, and/or displayed when using any Resort Facilities or Services or when making Resort charges and upon request of the Resort Management.

A lost or stolen card must be reported in writing to the Resort Management immediately following discovery of its lost or stolen status. A Community Member is responsible for all charges on his/her account until the Resort Owner receives written notification that the card is lost or stolen and then only as to charges arising following receipt of such written notice, all previously incurred charges remaining the sole obligation of the Community Member. The Community Member will be issued a new account number and Membership card in this event. Community Members may be charged an administrative fee for the re-issuance of a card.

10. Charge Privileges

Community Members are entitled to charge privileges for merchandise, food and beverage, greens and cart fees, guest and tournament fees, and miscellaneous service and rental fees, so long as the Community Membership is in good standing. All charges by the Community Member, his/her Designated Adult(s), his/her family, and his/her guests must be posted to the Member's account in order to receive applicable discounts. Purchases not charged to the Member's account will not be discounted.

11. Accounts

A Community Member is fully responsible for the Community Member's Resort account, as further described in **Section 12** below.

COMMUNITY MEMBERS' FINANCIAL RESPONSIBILITIES/INDEBTEDNESS

12. Community Members' Financial Responsibilities; Delinquent Accounts

Each Community Member shall be responsible for the performance and prompt discharge of all obligations and indebtedness to the Resort and the Resort Owner imposed upon, or incurred by the Community Member, his/her Designated Adult(s), his/her family, and his/her guests.

The Resort Owner, in the exercise of absolute discretion, may expel, suspend, fine, or otherwise limit the use of any Resort Facilities and Services for any Community Member, who fails or neglects to promptly discharge or fulfill his indebtedness to the Resort.

A Community Member's Resort account will be billed monthly, and will include Monthly Dues owed, and Resort charges.

Payment of the Community Member's account billing is due in full by the last day of the billing month. If not received by the last day of the billing month, a monthly late fee equal to one and one-half percent (1.5%) of the outstanding balance owed may be charged.

If payment is not received by the last day of the billing month, a Community Member's account will be deemed delinquent, and the Resort may temporarily suspend all charge and use privileges.

If payment of a delinquent account is not received within thirty (30) days of the date of delinquent notification and billing, the Resort Owner reserves the right to continue temporary suspension until the delinquent Resort account is settled, and paid in full.

Continued delinquency for a period of forty-five (45) days from the date of billing may result in formal expulsion, or termination of the Community Membership. This process is at the sole discretion and authority of the Resort Owner. In the event of any such termination of a Community Membership, the terminated Community Member shall not be entitled to a refund of the Initiation Fee paid by the Community Member.

The Resort Owner reserves the right to take whatever action it deems necessary to collect in full the amount owed on delinquent Community Members' accounts. If the Resort engages an attorney to collect a past-due Resort account, the delinquent Community Member will be liable for all attorney costs and expenses incurred in pursuing collection, including, but not limited to, costs and expenses of non-judicial processes, as well as court fees and costs through all appeal levels.

If payment of the delinquent account is received in full prior to the official termination of the Community Membership, the Community Member may be reinstated as a Community Member in good standing. The payment of a reinstatement fee as determined by the Resort Owner may be due at that time.

The Resort Owner reserves the right to require Community Members to provide a credit card, check or cash deposit as security for payment of a Resort account. All Resort charges which are outstanding after the required payment period may be processed against the credit card, check or cash deposits.

TRANSFER, CHANGE OF COMMUNITY MEMBER; RESIGNATION OR REVOCATION OF COMMUNITY MEMBERSHIP

13. Transfers Prohibited; Community Membership Resignation Only

A Community Member may not transfer his/her Community Membership to any person; instead all resigned Community Memberships must be surrendered to the Resort. Such prohibited transfer includes a prohibition upon any sale, pledge, hypothecation, assignment, transfer or encumbrance of a Community Membership except as provided in this Community Membership Plan.

The Resort Owner may reissue a resigned Community Membership to the resale purchaser of a resigning Community Member's residence in a Grove Park Community at any time following the resale transaction. The resale purchaser must first, however, be approved for

Community Membership and pay the applicable Initiation Fee and the resigning Community Member must have complied with the requirements of this Community Membership Plan.

14. Change of Community Member

14.1 Community Member. If a residence in a Grove Park Community is owned by more than one individual, the co-owners shall appoint one of the owners to apply for a Community Membership as the Community Member. If a residence in a Grove Park Community is owned by an entity, the entity shall appoint one individual having an ownership interest in that entity to apply for a Community Membership as the Community Member. The Community Member shall have the right to appoint up to three (3) Designated Adults including a Primary Designated Adult as provided in **Section 3** of this Community Membership Plan. The Community Member may be changed as described below.

14.2 Change in Community Member. An entity owner or multiple owners of a single residence in a Grove Park Community, whether as tenants in common or otherwise as determined by the Resort Owner may change the one (1) Community Member as follows:

14.2.1. Such property owners may change the Community Member to another co-owner of the residence in a Grove Park Community or to another individual having an ownership interest in the entity owner only once per year, and such change must be done within thirty (30) days prior to the commencement of the new month for which the new designation is to be effective.

14.2.2. An administrative fee determined by the Resort may be charged at the time of a Community Member change.

14.2.3. All Resort account balances of the current property owner Community Member must be paid in full before the Resort Owner processes the Community Member change. All Community Membership cards and locker keys in the possession of the former Community Member must be returned prior to the finalization of the Community Membership change.

14.2.4. The Community Member being changed must surrender his/her Community Membership card. A new account number will be assigned to the new Community Member and a new Community Membership card issued.

14.2.5. An individual without a direct or indirect ownership interest (i.e. an ownership interest in an entity owner) in a residence in a Grove Park Community may not be named as a Community Member.

15. Resignation of Community Member

15.1 Resignation. A Community Member may voluntarily resign his/her Community Membership by delivering written notice of his/her resignation to the Membership Office. Upon the sale of the Community Member's residence in a Grove Park Community in a resale transaction, the Community Member must resign the Community Membership effective as of the date of closing of the sale of the Community Member's residence.

15.2 Written Resignation Required and Payment of Dues. Verbal notice does not constitute formal resignation, and until written notice is received, the Community Member is obligated to pay all Monthly Dues and Resort account billings. Monthly Dues for the month in which the effective date of resignation occurs shall be payable by the Community Member.

15.3 Effect of Resignation. Upon resignation, the Community Member surrenders all rights of Resort usage and privileges for the Community Member, for the Community Members Designated Adult(s) and the Community Member's family.

15.4 No Refund of Initiation Fee. Except as expressly provided in **Section 6** of this Community Membership Plan, no portion of any dues or initiation fee paid by a Community Member is refundable following resignation.

15.5 Return of Membership Cards and Payment of Resort Balances. Resigning Community Members must return all Membership cards and locker keys and pay all Resort account balances due and payable before any refund will be processed.

15.6 Reactivation of Community Membership. Providing that all of the foregoing requirements are timely complied with, a Community Member in good standing who voluntarily resigns his/her Community Membership, may reactivate the resigned Community Membership after a waiting period of six (6) months. This reactivation privilege is available to a Community Member only on one occasion and the reactivating Community Member must make a payment equal to fifty percent (50%) of the Monthly Dues that were not paid by the Community Member during the period from the effective date of their resignation until the effective date their Community Membership is reactivated.

DEATH/DIVORCE OF COMMUNITY MEMBER

16. Death of Community Member

Upon the death of a Community Member, the Primary Designated Adult of the deceased Community Member or a child of the deceased Community Member who is eighteen (18) years or older and who becomes the owner of the deceased Community Member's residence in a Grove Park Community is eligible to have the deceased Community Member's Community Membership reissued in the name of such survivor only once without incurring an additional Initiation Fee.

Re-issuance of the deceased Community Member's Community Membership is subject to compliance with the will of the deceased, and must be communicated in writing to the Membership Office by the legal representative of the estate. The Resort may require proof of the survivor's entitlement to re-issuance.

In the event the deceased Community Member's legal representative of the estate communicates that the Community Membership is not to be reissued to a survivor, as above provided, the representative shall also provide written notification of resignation.

In the event the legal representative of a deceased Community Member fails to provide written notice of a survivor entitled to Community Membership re-issuance or that the Community Membership is resigned, the Resort Owner may, on its own and following written notice to the estate of the deceased Community Member declare the Community Membership resigned and recalled.

17. Divorce of Community Member

In the event that a Community Member is divorced, the Community Membership is retained by or reissued to the individual who pursuant to agreement of the parties or by legal process is identified as entitled to the Community Membership privileges represented by the divorced Community Member's Community Membership and becomes the owner of the Divorced Community Member's residence in a Grove Park Community. Until receipt by the Resort of such written notice, the named Community Member shall remain entitled to all Community Membership privileges.

18. Failure of Deceased or Divorced Successor to Qualify for Community Membership

In the event that a request is made that a Community Membership of a deceased or divorced Community Member be reissued to an individual who does not qualify for a Community Membership, the request will be denied, and said Community Membership considered resigned (e.g. if the Primary Designated Adult does not succeed to ownership of the residence in a Grove Park Community with respect to which the Community Membership was issued).

19. Other Circumstances

In the event of a circumstance or matter that arises which not specifically described herein, the circumstance or matter shall be decided by the Resort in its sole and absolute discretion.

COMMUNITY MEMBERSHIP YEAR

20. Community Membership Year

The Community Membership year of the Resort shall begin each January 1st and end on December 31st. All Community Membership classifications shall comply with this Community Membership year schedule.

GUESTS

21. Guest Privileges

The following provisions outline the privileges afforded the guests of Community Members.

21.1 A Community Member must notify the Resort in advance that the Community Member will be sponsoring guests, their identities, their dates of use and which of the Resort Facilities and Services they will be using.

21.2 A guest of the Community Member is not required to be accompanied by the Community Member, unless otherwise required by the Resort Owner. A Community Member may not have more than eight (8) unaccompanied guests on any day without the prior approval of the Resort Owner.

21.3 A Community Member will be responsible for guest fees for the Community Member's guests, as determined by the Resort Owner. Payment may be processed through

charges to the Community Member's account, or through credit card. Guest fees will apply to use of all of the Resort Facilities and Services as set forth on the current Fee Schedule.

21.4 Guests will be entitled to use the Resort Facilities and Services only in accordance with the privileges of Community Membership as provided for by the sponsoring Community Member's Community Membership.

21.5 The sponsoring Community Member shall be responsible for all charges incurred by their guest.

21.6 A sponsoring Community Member shall be responsible for the conduct and appearance of the sponsoring Community Member's guests, and shall, at the request of the Resort Owner, require any guest to leave the Resort premises if the guest is determined by the Resort to be in violation of the rules and regulations.

21.7 Guests must register with the Resort personally upon arrival.

21.8 Guest usage and fee policies apply to all Community Membership classifications as set forth in the Resort Rules and Regulations, which may be modified from time to time at the sole discretion of the Resort's Resort Management or Resort Owner.

DISCIPLINE OF COMMUNITY MEMBERS

22. Reasons for Discipline

A Community Member, or any of his/her family, or Designated Adults, or guests may be subject to disciplinary action by the Resort Owner for any of the following reasons, or any other action deemed to be "Conduct unbecoming a Community Member of The Grove Park Inn Resort & Spa:"

22.1 Submission of false information on a Community Membership application, or application for guest or lessee privileges.

22.2 Permitting a Community Membership card or Resort account to be used by anyone other than the designated Community Member, or as otherwise allowed in accordance with this Community Membership Plan.

22.3 Non-payment of any fees, dues, charges and other indebtedness due and owing the Resort or Resort Owner within the time required.

22.4 Exhibiting conduct that is prejudicial to (i) the good order, harmony, reputation, health, safety, enjoyment of the Resort Facilities and Services by its Members and their families or guests, or guests of the Resort or (ii) the general welfare of the Resort, its Members and their families or guests, other guests of the Resort or the Resort Owner, as determined solely by the Resort Owner.

22.5 Exhibiting conduct that is disruptive, abusive, incompatible with, or offensive or disagreeable to the Members of the Resort, their families and guests, or guests of the Resort, as determined solely by the Resort Owner.

22.6 Displaying conduct which, in the sole and absolute discretion and opinion of the Resort Owner, is abusive to Resort Management or staff or an affiliate's employees.

22.7 Exhibiting behavior which is considered lewd or vulgar, including the excessive use of profane language, or which constitutes or evidences habitual or repeated drunkenness, or use of drugs or controlled substances, as determined solely by the Resort Owner.

22.8 Solicitations of any kind, including but not limited to, mail, telephone or email, made by use of the published Membership directory or the Resort's website.

22.9 The violation of any Rules and Regulations of the Resort, including, without limitation, this Community Membership Plan, and other rules and regulations promulgated by the Resort, at any time governing Community Member conduct and use of Resort property or facilities.

The Resort Owner, taking into account the nature and gravity of the conduct involved, may in its sole and absolute discretion, reprimand, place on probation, suspend, expel or refuse to renew the Community Membership of any Community Member who is in violation of the offense.

The Resort Owner may restrict, suspend, or terminate any Community Member's right to use any or all of the Resort Facilities and Services at the discretion of the Resort Owner. The Community Member shall receive written notice that any such restriction, suspension or termination is being considered by the Resort Owner or Resort Management and shall have the opportunity to appear before such party and address the issues for which the action is being taken. The decision of the Resort management or Resort Owner before whom the issue is brought shall be final and binding.

A Community Member who is suspended due to disciplinary action, is not entitled to any refunds of initiation fees or dues, and is liable for full payment of outstanding Resort account balances.

A Community Member, who is temporarily suspended from use of Resort Facilities and Services, is liable for payment of monthly dues and other charges in a proper and timely matter. The temporarily suspended Community Member cannot be reinstated as a Community Member in good standing, until all outstanding account balances are paid in full.

In the event a Community Membership is permanently terminated by the Resort Owner, constituting an involuntary resignation, the Community Member waives all rights to any refund of a portion of the Initiation Fee in accordance with **Section 6** this Community Membership Plan.

A permanently suspended former Community Member shall not, under any circumstances, be entitled to consideration for Community Membership or Resort Membership application in the future, and may be prohibited from being admitted to use Resort Facilities and Services under any circumstances, including as a guest.

PERSONAL INJURY AND LOSS OR DESTRUCTION OF PROPERTY

23. Community Member Responsibilities and Indemnities

23.1 Each Community Member and each Designated Adult, as a condition of Community Membership, and each guest as a condition of invitation to the Resort Facilities and Services, assumes sole responsibility for his/her personal property.

23.2 Neither the Resort nor Resort staff nor Resort Owner are responsible for any loss or damage to any private property used or stored on the premises of the Resort, whether in lockers or elsewhere.

23.3 Any personal property left in, or on Resort property, for more than six (6) months, without payment due for any applicable storage facilities, will be sold by the Resort Owner, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall be retained by the Resort Owner.

23.4 No person shall remove, or rearrange any property or fixtures belonging to the Resort to a different location or position, without proper authorization from the Resort's Resort Management.

23.5 All Community Members are liable for any property damage or personal injury at the Resort Facilities and Services, if such damage or injury is caused in whole or in part by the Community Member, his/her family, or guests. The cost of such damage shall be charged to the Community Member's account. Persons responsible for any damage are subject to suspension or termination for the refusal to make restitution therefor.

23.6 All Community Members, guests, and other persons who in any manner, make use, or accept use of any apparatus, appliance, facility, or privilege or service provided by the Resort, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged or sponsored by the Resort, shall do so at his/her own risk, and shall hold Resort Owner, the Resort, and Resort Owner's and the Resort's Resort Management and employees, affiliates, directors, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him/her resulting therefrom; or from any act or omission, including the negligence, of the Resort Owner, the Resort, or the Resort Owner's or Resort's Resort Management and employees, affiliates, directors, representatives and agents.

23.7 Should any party bound by these rules and regulations bring suit against the Resort or Resort Owner or their respective Resort Management and/or employees, affiliates, directors, representatives and agents in connection with any event operated, organized, arranged or sponsored by the Resort or any other claim or matter in connection with Community Membership in the Resort, and fail to obtain judgment therein against them, said party shall be liable to the Resort Owner, the Resort and their respective Resort Management and employees, affiliates, directors, representatives and agents for all costs and expenses incurred by the action in the defense of such suit.

TRANSFER OF RESORT OR RESORT FACILITIES

24. Sale of Resort to a Third Party

The Resort Owner reserves on behalf of itself, its successors, successors-in-title to the Resort Facilities, and assigns, the right, in its sole discretion, to sell, convey or otherwise transfer ownership of the Resort or any of the Resort Facilities to any entity whatsoever, subject to the rights of Community Members set forth in this Community Membership Plan.

The Resort Owner hereby reserves the right, on behalf of itself, its successors, successors-in-title to any and all Resort Facilities, and assigns, in connection with the sale or transfer of any or all Resort Facilities, to terminate all Community Memberships at any time upon sixty (60) days prior written notice to all Community Members. If the entity to which the Resort or the Resort Facilities is sold, conveyed or transferred does not wish to continue the Community Memberships, the Resort Owner will fully refund to the Community Members the Initiation Fees initially paid by each Community Member upon such sale, conveyance or transfer. Designated Adult Initiation Fees are non-refundable and are not eligible for refund.

25. Dissolution of the Resort

The Resort Owner hereby reserves the right, on behalf of itself, its successors, successors-in-title to the Resort Facilities, and assigns to terminate all Community Memberships and proceed to dissolve the Resort, without liability, at any time upon sixty (60) days' prior written notice to all Community Members.

In the event of such termination of Community Memberships, Community Members shall not be entitled to a refund of the initiation fee paid by such Community Member.

Any periodic dues paid by a Community Member that are applicable to the period after such termination shall be refunded to the Community Member.

EXHIBIT A
THE GROVE PARK INN RESORT, INC.
COMMUNITY MEMBERSHIP PLAN

List of Currently Available Services and Facilities

Golf Facilities

- Preferred tee times available up to 48 hours in advance
- Complimentary greens fees (Social Community Members receive a 15% discount from the Resort Rate)
- Preferred golf cart rates
- Complimentary bag storage, shoe service and lockers (not available to Social Community Members)
- 15% discount on lessons, tournaments and merchandise

Spa Facilities

- Preferred appointments available up to 48 hours in advance
- Book treatments up to 1 year in advance
- Complimentary access to Spa facilities (does not include treatments)
- Ability to reserve Day Passes for Accompanied Guests up to 48 hours in advance
- Community Member's Guests are given priority when Day Passes are available
- 15% discount on treatments and merchandise

Sports Complex

- Complimentary access to:
 - Racquetball and tennis courts
 - Paramount Workout Room
 - Aerobic programs
 - Cardio room
 - Indoor and outdoor swimming pools
 - Complimentary locker
 - 15% discount on tennis lessons, clinics, tournaments, personal training and merchandise

Special Services

- Dedicated Community Member Concierge line
- Opportunities to purchase advance tickets for special events through the Community Member Concierge
- Special room rates when booked through the Community Member Concierge
- Resort charge card privileges
- 15% discount on food at Resort Dining outlets when charged to Community Member's account

EXHIBIT B

2009 Community Membership & Guest Fee Schedule*

Community Membership Type	Initiation Fee	Monthly Dues
Full	\$50,000	\$600
Social	\$40,000	\$400
Non-Resident	\$30,000	\$300

	Resort Guest	Full & Non-Resident Community Members	Social Community Member	Full & Non-Resident Community Members' Guest	Social Community Member's Guest	Unaccompanied Guest
Golf 18 holes						
April 16 – October 31	\$149.00	Complimentary	\$125.00	\$85.00	\$135.00	\$135.00
November 1 – April 15	\$85.00	Complimentary	\$70.00	\$50.00	\$75.00	\$75.00
Twilight						
April 16 – October 31	\$85.00	Complimentary	\$70.00	\$50.00	\$75.00	\$75.00
Golf 9 holes						
April 16 – October 31	\$85.00	Complimentary	\$70.00	\$50.00	\$75.00	\$75.00
November 1 – April 15	\$50.00	Complimentary	\$40.00	\$35.00	\$45.00	\$45.00
Cart Fees – 18 holes	Included in greens fee	\$20.00	Included in greens fee	Included in greens fee	Included in greens fee	Included in greens fee
Cart Fees – 9 holes	Included in greens fee	\$10.00	Included in greens fee	Included in greens fee	Included in greens fee	Included in greens fee
Golf Lesson – Playing 9	\$150.00	\$125.00	\$125.00	\$150.00	\$150.00	\$150.00
Golf Lesson – One Hour	\$75.00	\$60.00	\$60.00	\$75.00	\$75.00	\$75.00
Spa Day Pass						
Monday – Thursday	\$55.00	Complimentary	Complimentary	Resort Guest rate	Resort Guest rate	Not available
Friday – Sunday	\$80.00	Complimentary	Complimentary	Resort Guest rate	Resort Guest rate	Not available
Spa Treatments	Rate listed in brochure	15% discount off of rate listed in brochure	15% discount off of rate listed in brochure	Rate listed in brochure	Rate listed in brochure	Rate listed in brochure
Sports Complex	Included in Room Rate	Complimentary	Complimentary	\$12.00	\$12.00	\$20.00
Aerobics Programs	Included in Room Rate	Complimentary	Complimentary	\$6.00	\$6.00	\$12.00

2009 Community Membership & Guest Fee Schedule*

Community Membership Type	Initiation Fee	Monthly Dues
Full	\$50,000	\$600
Social	\$40,000	\$400
Non-Resident	\$30,000	\$300

	Resort Guest	Full & Non-Resident Community Members	Social Community Member	Full & Non-Resident Community Members' Guest	Social Community Member's Guest	Unaccompanied Guest
Tennis Courts	Included in Room Rate	Complimentary	Complimentary	\$12.00 /hour	\$12.00 /hour	\$25.00 /hour
Tennis Lessons	\$65.00 /hour	\$55.00 /hour	\$55.00 /hour	\$65.00 /hour	\$65.00 /hour	\$65.00 /hour
Personal Training	\$65.00 /hour	\$55.00 /hour	\$55.00 /hour	\$65.00 /hour	\$65.00 /hour	\$65.00 /hour
Food and Beverage		15% discount	15% discount			
Merchandise (Pro Shop, Sports Complex & Spa Boutique only)		15% discount	15% discount			
Room Reservations		15% discount off of current rack rate (packages not included)	15% discount off of current rack rate (packages not included)			

* Members must contact the Membership Concierge to make arrangements for all Unaccompanied Guests. Room reservations must be made through the Membership Concierge to receive discounting. All charges must be posted to the Member's account to receive discounting. Resort Guest rates reflect accurate fees as of June 2008, and are subject to change without notice.