

CLUB BYLAWS

OF

Magnolia Greens Golf Club

Effective as of

January 3, 2025

MAGNOLIA GREENS GOLF CLUB

MEMBERSHIP BYLAWS

ARTICLE I. CLUB INFORMATION

Section 1.1. Name and Address.

The name of this club is Magnolia Greens Golf Club (the “Club”). The Club is owned and operated by HGC Magnolia Greens, LLC (the “Owner”). The address of the Club is 1800 Tommy Jacobs Dr, Leland, NC 28451.

Section 1.2. Membership Bylaws.

These club bylaws (the “Bylaws”) amend, supersede, and replace in their entirety any prior bylaws and/or annual membership plans of the Club and set forth the terms and privileges of annual membership in the Club and the policies and procedures under which the Club is operated. These Bylaws are subject to change from time to time in the sole and absolute discretion of the Owner.

Section 1.3. Ownership and Management.

The Club shall be managed solely by the Owner and, subject to the delegation of responsibilities from time to time to the General Manager of the Club (the “General Manager”), as determined by the Owner in its sole and absolute discretion. The Club is not an equity club, and no Member shall, by virtue of Club membership, be an owner or partner of the Club or of the Owner or have any ownership or equity right or interest in the Club or any of the assets of the Club or the Owner.

Section 1.4. Purpose.

The purpose of the Club is to operate as a golf club for both daily fee use and for use by members provided certain benefits and preferential rights to reserve tee times (with reduced or no green fees), subject to the terms and conditions of such membership and as prescribed herein and in the Rules and Regulations of the Club, as in effect from time to time. The foregoing shall not limit the conduct of business at the Club by the Owner as the Owner determines in its sole discretion.

Section 1.5. Rules and Regulations.

The Owner may establish and amend from time-to-time rules and regulations (“Rules and Regulations”) for the control and operation of the Club and its Facilities (as hereinafter defined); and for the conduct and attire of Members while using the Club. The Rules and Regulations shall become effective immediately upon the posting of a copy in a conspicuous place at the Club, or by posting on the Club’s website, or upon their mailing to Club Members. The provisions of these

Bylaws shall control in the event of any conflict or inconsistency between these Bylaws and the Rules and Regulations.

ARTICLE II. FACILITIES

Section 2.1. Availability of Facilities.

The Owner reserves the right, in its sole and absolute discretion, to discontinue or modify operation of any or all of the Facilities (as hereinafter defined) or any other use privileges, including use privileges at other clubs and locations (“various use privileges”); to sell or otherwise dispose of the Facilities; to make any other changes in the terms and conditions of membership, including the use of the Facilities or the various use privileges available for use by Members. Use of the Facilities and the various use privileges may be discontinued, restricted or reserved from time to time as determined by the Owner and such discontinuance, restriction or reservation shall not result in any reduction or abatement of membership dues. The Owner may extend privileges of the Club, the right to use the Facilities and the various use privileges to such other persons and upon such terms as the Owner may from time to time prescribe.

ARTICLE III. ANNUAL MEMBERSHIP

Section 3.1. Qualifications.

Any person at least eighteen (18) years of age shall be eligible to apply for membership in the Club, subject to the additional eligibility requirements set forth for each category of membership below.

Section 3.2. Eligibility.

Selection for membership in the Club shall be in accordance with procedures, criteria, rules, and regulations established from time to time by the Owner. Invitations to membership shall be extended without regard to age, race, national origin, gender, religion, sexual orientation, or disability. Candidates for membership must apply by completing an application agreement in the form established by the Owner from time to time (the “Candidate Application”). The Owner may accept or reject any invitee or applicant in its sole discretion, and the decision of the Owner in this regard shall be final.

Membership candidates shall be composed of those (i) reputable and financially qualified business entities, or (ii) financially qualified persons of good character over the age of eighteen (18), and in each case who have completed a Candidate Application and paid the appropriate Annual Dues (as hereinafter defined in Section 3.4 below). Invitations to be extended and unsolicited Candidate Applications received will be evaluated based on the following criteria:

- (a) Interest of an invitee, candidate and/or business entity in the use of a Club membership for social promotion and/or professional purposes.
- (b) Financial responsibility and qualification of the invitee, candidate, and/or business entity; and
- (c) Compatibility of an invitee, candidate and/or business entity (or its Corporate

Designee) with Members with respect to social and business settings.

Section 3.3. Privileges.

Candidates accepted for membership are entitled to membership privileges in the selected membership category as such privileges and amenities are available and as may exist from time to time. Each membership shall have one eligible person designated as the Primary Member (the "Primary Member"). Unless the membership category and classification is designated as an "individual" membership with Primary Member benefits and privileges only, the Primary Member's family shall be entitled to the same privileges as the Primary Member. The term "family" shall mean the Member's spouse, Spousal Equivalent or Spousal Designee (as those terms are defined below) and children. The term "children" shall mean the unmarried children of the Member, the Member's spouse, Spousal Equivalent, or the Spousal Designee, who reside in the Primary Member's permanent residence, under the age of twenty-six (26). Those persons having a right to the same privileges as Primary Member will be collectively referred to herein as "Member(s)."

The spousal relationship may be evidenced by a marriage license or its equivalent under state law. In those situations where the spousal relationship is evidenced by a state law equivalent to a marriage license, the person who is not the Primary Member may be referred to herein as the "Spousal Equivalent." In the event the spousal relationship is not evidenced by either a marriage license or its equivalent under state law, (which such equivalent may include a certificate of domestic partnership or civil union), a Primary Member may designate one person (the "Spousal Designee") to receive the same privileges as the Primary Member, so long as: (a) the designated person resides in the Primary Member's residence, (b) is considered by and held out to the public as Primary Member's spouse or as having a spousal relationship with the Primary Member, and (c) the Primary Member and the Spousal Designee have executed a statement acceptable to the Owner stating the foregoing information. The Spousal Designee must be presented in writing and approved by the Owner (which approval may be withheld by the Owner in its sole discretion) and may not be changed more than once in any twelve (12) month period.

The enjoyment of membership privileges by any person entitled thereto pursuant to this Section is subject to the terms, conditions and restrictions of these Bylaws, any Rules and Regulations as may be adopted by the Owner from time to time, and subject to the terms of Member's Candidate Application. Any violation of the provisions of these Bylaws or the Rules and Regulations by the Member, the Member's spouse, Spousal Equivalent or Spousal Designee, children, or guests shall be grounds for disciplinary action by the Owner as set forth in Article VI below.

Section 3.4. Membership.

Membership in the Club shall be evidenced by a copy of the Candidate Application signed by the Member(s) and the Owner indicating approval of the candidate for membership by the Owner. Members shall have a nonexclusive, revocable license to use the Facilities in accordance with the terms and conditions of the Member's membership category and classification, and as such Facilities are made available for Member use. The membership of the Club shall consist of the membership categories and classifications as the Owner may establish from time to time. The Owner shall have the authority to establish, modify, close, or discontinue any category of membership and any classification within such category as the Owner from time to time may

determine, in its sole discretion. The Owner shall from time to time, in its sole discretion, prescribe or modify fees, dues, privileges, and restrictions applicable to each category and classification of membership. Without limiting the types of memberships which may be offered from time to time by the Owner, the Owner may require an initiation fee (“Initiation Fee”) (collectively, the Initiation Fee is referred to herein as the “Initiation Payment”). The Owner shall have the right, in its sole discretion, to establish (and amend from time to time) the amount of any Initiation Payment required for a particular category or classification of membership. The number of memberships issued in any category or classification and the privileges accorded to each category and classification shall be determined solely by the Owner.

Section 3.5. Total Memberships Available.

The total number of memberships issued in any category or classification and the privileges accorded each category and classification shall be determined by the Owner, in its sole discretion.

Section 3.6. Resignation from Membership.

At any time, a Member may voluntarily surrender its Membership, unless otherwise noted on Member’s Candidate Application or any addendum thereto, a Member may resign from the Club by giving a written notice to the Club. Written notice for resignation must be given at least 60 days in advance to the Club prior to the last day of the month, with the effective date of such resignation to be the last day of the month following the 60-day notice. All accrued dues and other charges remain my/our responsibility through the end of the membership month. A Member’s dues obligation ceases upon the effective date of the resignation.

Member is responsible for all dues, fees, food minimum, and other charges through the effective date of resignation. Should any Member fail to continue to pay such dues and charges through the effective date of resignation as set forth herein, the Club may declare the entire unpaid balance of membership dues through the effective date of resignation immediately due and payable, and the Club will have the right to terminate the Member’s use of the Club’s facilities and to turn the Member’s membership account over for collection. Members may not offset dues payments or charges against any Initiation Payment.

Section 3.7. Death of Member.

Any membership in any membership category or classification shall terminate upon the death of the last surviving member on the membership (regardless of whether the Primary Member or the spouse/Spousal Equivalent is the last to die), or in the case of a corporate membership, upon the dissolution, liquidation, or other ceasing to exist of the business entity holding the corporate membership. Where a membership includes a Spousal Designee, the membership shall terminate upon the death of the Primary Member and the Spousal Designee shall have no continuing rights to use the membership.

Section 3.8. Divorce.

In the event a Club membership in any category or classification is held by persons in a spousal relationship (including spouses or Spousal Equivalents, but not a Spousal Designee) and the spousal relationship is subsequently separated or divorced, the Club membership shall be awarded to one spouse as set forth in a separation agreement, divorce decree, or equivalent.

Membership in any category or classification is not divisible. After receipt of the written separation agreement, divorce decree, or equivalent, all rights, benefits and obligations of the membership shall be deemed to have been awarded to the spouse designated therein as the Member. The other spouse can apply for membership in the same manner as any new candidate for membership once the existing membership has been awarded and subject to any applicable waiting list. In the absence of a written separation agreement, divorce decree, or equivalent, or other instrument designating the Member, the membership may be suspended by the Owner unless or until the Owner is provided with notice, in writing and signed by both Members, instructing the Owner as to which Member will retain the membership. During the pendency of divorce or separation, liability for all obligations under the membership will remain unchanged. If the Owner, in its sole discretion, determines that prospects of payment are impaired or the spouses are unable to make temporary arrangements for the membership satisfactory to the Owner, the Owner can suspend all charging and use privileges under the membership.

Section 3.9. Transfers Outside Club Procedures and Pledge of Memberships.

Any attempted transfer of a membership by a Member, whether by sale, gift, testamentary disposition, or otherwise, shall be of no force and effect and shall confer no membership rights or rights to use the Club upon the transferee. Memberships may not be pledged or hypothecated in any way.

Section 3.10. Transfer.

All memberships are nontransferable, and no Member may sell, transfer, assign, pledge, hypothecate or otherwise encumber a membership, whether voluntary or involuntary. Any such action shall be of no force or effect.

Section 3.11. Redemptive Right.

The Club may redeem a Member's membership at any time by repaying the Member the pro rated portion of the annual membership fee paid to the Club by such Member for the year in which the redemption occurs (without interest or premium of any kind). Upon such payment, all of Member's rights to use the Club shall immediately cease, and the Member shall automatically relinquish, release, and discharge the Owner, the Club, its employees, agents, shareholders, members, managers, affiliates and assigns from any and all liability, injury, loss, damages or claims against the Club associated with the membership and/or the redemption thereof. The Owner shall determine, in its sole and absolute discretion, whether any Member whose membership has been redeemed by the Owner shall be permitted to utilize the Club's facilities or enter onto the Club's premises as a guest of another member.

ARTICLE IV. MEMBERSHIP CATEGORIES AND CLASSIFICATIONS

Section 4.1. Magnolia Greens Golf Memberships.

A Magnolia Greens Golf Membership allows the Member to use all the golf and social facilities (collectively herein sometimes called the "Facilities") made available at the Club from time to time for use by Members and their guests. Magnolia Greens Golf Members are not required to pay greens fees for the use of the golf facilities and may request tee-times up to 14 days in advance. Fees may be required for the use of other recreational facilities. The Owner may offer

from time to time one or more subcategories or sub-classifications of Magnolia Greens Golf Memberships with different terms, conditions, and privileges. A Magnolia Greens Golf membership is not transferable. Both Single and Family dues rates are available to Magnolia Greens Golf Members.

Section 4.2. Young Professional Golf Memberships.

A Young Professional Golf Membership allows an individual Member under the age of 41 to use all the Facilities made available at the Club from time to time for use by Members and their guests. Young Professional Golf Members are not required to pay greens fees for the use of the golf facilities and may request tee-times up to 14 days in advance. Fees may be required for the use of other recreational facilities. The Owner may offer from time to time one or more subcategories or sub-classifications of Young Professional Golf Memberships with different terms, conditions, and privileges. A Young Professional Golf membership is not transferable.

Section 4.3. Corporate Memberships.

At the Owner's discretion, Club may offer, from time to time, Corporate Memberships in any membership categories and classifications designated by the Owner, in its sole discretion, and such memberships shall be applied for and issued in the name of the business entity (the "Corporation") that is to own the membership. Corporate Memberships are not transferable from the Corporation to another business entity. The Corporation shall have the right to designate a bona fide director, officer or employee of the Corporation (in each case, acceptable to the Club, in its sole discretion), to exercise and enjoy the privileges of membership ("Corporate Designee"). Privileges of membership are as set forth in this Article IV, for the applicable category and classification in which the Corporate Membership is issued and include the family privileges provided to Members in Section 3.3 herein. Each Corporate Membership shall have only one (1) Corporate Designee, unless otherwise noted on the Candidate Application or any addendum thereto, who must be approved by Owner in the same manner as other candidates for membership. The Corporate Designee may be changed by the Corporation from time to time, subject to (i) the approval by the Owner of the substitute Corporate Designee in the same manner as other candidates for membership, (ii) payment by the Corporation of the then current redesignation fee and (iii) compliance with the then current redesignation policy of the Club which may, among other things, limit the frequency of or determine permitted intervals for Corporate Designee changes. The Club will provide monthly invoices for dues, charges, and other usage fees, directly to the Corporate Designee; however, the Corporation and the Corporate Designee shall be jointly and severally liable for payment all dues, charges, and other usage fees under the Corporate Membership. The purchase of any membership by a Corporation and any subsequent change in the Corporate Designee must be authorized in writing by an officer, director, or principal of the Corporation. Corporate Memberships in all membership classes shall terminate upon the dissolution, liquidation, or cessation of the legal existence of the Corporation. If the Corporation is a sole proprietorship, the Corporate Membership shall terminate upon the death of the principal. Provisions of these Bylaws and of the Club's Rules and Regulations which, by their nature apply to natural human beings (such as, by way of example and not limitation, provisions related to personal conduct, dress code, usage of the Facilities, and participation in committees), shall apply to the Corporate Designee.

Section 4.5. Dues-Exempt Memberships.

At the Owner's sole discretion, the Club may offer, from time to time, Dues-Exempt and/or Honorary Memberships in membership categories and classifications designated by the Owner. Such Dues-Exempt and/or Honorary Members will be entitled to the privileges of the membership category and classification designated by the Owner, without the payment of required base monthly Club dues (and for Honorary Members, without the payment of any Initiation Payment).

Dues-Exempt Memberships shall terminate upon the earlier of (i) the death of the Member (see below), (ii) the Member's resignation from the Club or other termination of the membership in accordance with these Bylaws, or (iii) the date on which the Owner ceases to own or operate the Club. Upon the death of the Member, the Dues-Exempt Membership will be held by the then current spouse or Spousal Equivalent of the Member and will terminate upon the death of such spouse or Spousal Equivalent, regardless of whether such spouse or Spousal Equivalent remarries after the death of the Member. Dues-Exempt Memberships are not transferable, unless otherwise noted on the Candidate Application or any addendum thereto.

Honorary Memberships may be renewed or terminated by the Owner from time to time, at the Owner's discretion. In the event that the Club establishes a maximum capacity of dues-paying members in any membership category or classification, Honorary Memberships shall not be included for purposes of calculating the number of dues-paying members in such membership category or classification. Honorary Memberships are not transferable.

Dues-Exempt Members and Honorary Members remain responsible for all usage charges and fees.

Section 4.6. Closed categories of Membership.

The Club currently has members in certain categories of membership which are no longer offered to new members. Details regarding these memberships can be found in Appendix A attached hereto, which may be updated from time to time by the Owner in its sole discretion.

Section 4.7 Change in Membership Category and/or Classification.

At the Owner's sole discretion, Club may, from time to time permit an upgrade or downgrade of a membership category or classification. In this event, the Owner reserves the right to set forth the policies and procedures for such upgrade or downgrade of a membership category or classification and condition any such upgrade or downgrade upon acceptance of and compliance with the policies and procedures by Member. The Owner may discontinue permitting upgrades and/or downgrades at any time, in its sole and absolute discretion, without notice to the Member.

ARTICLE V. FINANCIAL OBLIGATIONS

Section 5.1. Financial Responsibility.

Each Member (and their spouse, Spousal Equivalent or Spousal Designee, as applicable) shall be legally and financially responsible for the acts and omissions, including damage to Facilities, of Member, as well as those of Member's spouse, Spousal Equivalent or Spousal

Designee, children, and guests. Further, each Member (and their spouse, Spousal Equivalent or Spousal Designee, as applicable) shall expressly be financially responsible to pay for any charges or other indebtedness incurred by the Member, the Member's spouse, Spousal Equivalent or Spousal Designee, children, and guests.

Section 5.2. Dues.

Each Member shall pay annually or monthly, in advance, the requisite dues for the Member's category and classification of membership. The Owner shall have the right, in its sole discretion, to establish (and amend from time to time) the dues, fees, food minimums, service charges and any other charges for each category and classification of membership and for the subcategories and sub-classifications thereof. The amount of dues, fees, food minimums, service charges and other charges payable by each Member may depend upon the category and classification of membership held by the Member.

THE OBLIGATION TO PAY DUES IS NOT DEPENDENT ON THE AVAILABILITY OF ALL THE FACILITIES OR THE FREQUENCY OF USE. REPAIR AND MAINTENANCE OF FACILITIES AND/OR OTHER OCCURRENCES MAY MAKE IT NECESSARY FOR THE OWNER TO CHANGE HOURS OF USE OR RESTRICT THE USE OF THE FACILITIES OR TO CLOSE THE CLUB TEMPORARILY. THE OWNER WILL NOT REDUCE OR SUSPEND DUES DURING THE TIME WHEN THE FACILITIES, IN WHOLE OR IN PART, ARE NOT AVAILABLE.

The Owner shall have the right, in its sole discretion, to provide invoices for dues, charges and other amounts payable from Member, by mail, by electronic mail, or by any other reasonable means selected by Owner.

Section 5.3. Payment and Late Charges.

The Club account of each Member shall be due and payable upon receipt of the monthly statement. Any account which remains unpaid for a period of thirty (30) days after the billing date shall be considered delinquent, and the Club shall assess a late charge as established by the Club from time to time in its sole discretion, but in no event more than the maximum amount allowed by law for handling past due accounts for each billing period on an amount that is delinquent. In the event the amount charged is in excess of the maximum amount provided for under state law, the Club may refund any overpayment without penalty. Payments on delinquent accounts shall be applied first to reduce late charges, then to reduce accrued dues and food & beverage charges (with the payment applied to reduce the oldest past due balances first), and then to any other charges.

Section 5.4. Setoff.

At any time and from time to time, the Owner may setoff any and all amounts due and owing a Member against any and all amounts due and owing the Owner by such Member or the Member's successors or assigns. In addition to the foregoing and to all liens upon and rights of setoff against the monies or other property of a Member by law or hereunder, the Owner shall have, with respect to a Member's obligations to the Owner under these Bylaws, or otherwise, and to the extent permitted by law, a contractual possessory security interest in and right of setoff against, and each Member hereby assigns, conveys, delivers, pledges and transfers to the Owner

all of the Member's right, title and interest in and to, the Member's membership in the Club and all moneys, and other property of such Member now or hereafter in the possession of or on deposit with the Owner, whether held jointly with someone else, or whether held for safekeeping or otherwise.

ARTICLE VI. DISCIPLINARY ACTION

Section 6.1. Grounds.

The Owner shall have power to reprimand, suspend, expel, or otherwise discipline any Member and/or Member's spouse, Spousal Equivalent or Spousal Designee, or children for committing any violation of these Bylaws or the Rules and Regulations; or for conduct unbecoming a Member; or for any offense against the best interests of the Club; or for other good cause determined by the Owner in its sole discretion.

Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended from the Club, have all or certain privileges associated with the Membership suspended by the Club, or be expelled and have their Membership involuntarily resigned. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:

- (i) failure to meet eligibility for Membership,
- (ii) submitting false information on the application for Membership,
- (iii) allowing his or her membership card to be used by another person,
- (iv) failing to pay any amount owed to the Club in a proper and timely manner,
- (v) failing to abide by these Bylaws or the Rules and Regulations and as otherwise established by the Club from time to time,
- (vi) abusing Club personnel or employees,
- (vii) acting in a manner incompatible with the standard of conduct of the existing Membership or which would likely injure the reputation of the Members or the Club, including, but not limited to, derogatory or defamatory social media posts, or any other false communication that detracts from the reputation and collegial atmosphere of the Club.

Section 6.2. Delinquent Accounts.

When the account of any Member of the Club shall remain unpaid for a period of sixty (60) days after the billing date, the Owner may, by notice to the Member, suspend indefinitely the Member's charging privileges and the use of the Club by the Member and the Member's spouse, Spousal Equivalent, or Spousal Designee and children. Such notice of suspension may be included with the statement of account mailed to the Member or sent under separate cover. If payment is not made within thirty (30) days after depositing the notice of suspension in the mail or sending electronically, such Member's membership will automatically be terminated by the Owner without further notice to the Member or action by the Owner. A membership terminated for nonpayment

may be reinstated, if at all, at the sole discretion of the Owner and upon such terms as the Owner may determine.

Section 6.3. Member Discipline/Grievance Committee.

The Owner may from time to time appoint a Grievance Committee consisting of at least three (3) Members from the general membership which shall function as a hearing tribunal with respect to questions involving discipline of any Member for causes other than nonpayment of dues or other amounts owing. The Grievance Committee may be a standing committee of the Club or may be appointed on an ad hoc basis by the Owner. Complaints concerning the conduct of any Member and/or any Member's fitness or suitability for membership in the Club shall be submitted in writing to the General Manager, who shall provide such complaints to the Owner for determination if such matter is to be referred to the Grievance Committee. REFERRAL TO THE GRIEVANCE COMMITTEE IS NOT A MATTER OF RIGHT, BUT RATHER IS IN THE SOLE DISCRETION OF THE OWNER. FAILURE OF THE OWNER TO REFER SUCH COMPLAINT TO THE GRIEVANCE COMMITTEE SHALL MEAN EITHER THAT THE OWNER HAS DETERMINED THAT THE CHARGE IN SUCH COMPLAINT LACKS SUFFICIENT SUBSTANTIALITY TO PROCEED THEREON OR THAT THE OWNER HAS TAKEN OR WILL TAKE SUCH DISCIPLINARY ACTION AS THE OWNER DEEMS APPROPRIATE IN ITS SOLE DISCRETION. The Owner may also at any time initiate a complaint to the Grievance Committee for the purposes of conducting a hearing. Written notice of a hearing on any such complaint or charge shall be sent by the Club to the last known address of the Member by ordinary United States mail. The notice shall specify in general terms the acts complained of, the date, time, and place of hearing, and, upon request by the Member, the Member in question shall be provided a copy of the Bylaws of the Club. The Owner may, in its sole judgment, deem it in the best interests of the Club to suspend the Member and/or Member's spouse, Spousal Equivalent, Spousal Designee and/or children, until the grievance procedure has been completed and a final decision rendered. At the hearing, the Grievance Committee's function shall be to determine the facts concerning the complaint based upon the evidence presented. All such hearings shall be closed, except as to Member charged, witnesses, and a representative of the Owner. Formal rules of evidence shall not apply to any such hearing, provided that the Member in question shall have the opportunity to cross-examine all witnesses present, if any, who testify in person against him or her, to produce witnesses on his or her own behalf, to explain any evidence against him or her, and to submit at such hearing any written or oral argument or statement. The Member is not entitled to be represented by counsel, and no such representation will be allowed. The Grievance Committee shall issue a recommendation in writing to the Chairperson of the Advisory Board and to the General Manager as representative of the Owner. The Owner shall review the recommendation and issue a final decision. The decision of the Owner as to sufficiency of the cause for expulsion, suspension or other disciplinary action shall be final and shall be mailed to the Member as provided above. In reaching its decision, the Owner shall not be bound by the recommendation of the Grievance Committee.

Section 6.4. Consequences of Suspension or Expulsion.

In the event a Member is expelled or temporarily suspended from the Club, such Member, and any other person (i.e., the Member's spouse, Spousal Equivalent, or Spousal Designee and children) who would also be entitled to the rights and privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is obtained by such other persons) or temporarily barred during the period of suspension, as the case may be, from

admittance to the Club, both under the Member's own membership and as a guest of another Member. No dues abatement or reduction will apply during any period of suspension. Expulsion results in the termination of the expelled Member's membership. In the event of expulsion or suspension, notice by any means directed to the Member's last known address, shall be sufficient. Expulsion or suspension does not entitle the Member to any hearing or appeal. Expulsion does not affect Member's right to receive a refund of Member's Initiation Fee (if applicable), as set forth in Member's Candidate Application; however, all other rights of membership are terminated upon expulsion, including any rights of transferability or any rights to receive an earlier full or partial refund of amounts paid to the Club, if applicable.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Associations.

Members from time to time may form associations or groups which meet at the Facilities and share a common interest, which such common interest may or may not be related to Facilities and activities. The Owner does not assume any responsibility nor accept or incur any liability for the activities of any such association or group. Each association or group may develop its own rules or policies for self-governance, provided that no association rules or policies may be contrary to or in conflict with these Bylaws, or the Rules and Regulations, or the policies established by the Owner. The Owner reserves the right to restrict or terminate the use of the Facilities by any association which the Owner determines to be contrary to the philosophy or best interests of the Club.

Section 7.2. Notices.

Except where otherwise clearly specified herein, whenever any notice, statement, billing, or other communication is required or permitted to be given a Member under these Bylaws, it shall be given in writing and shall be sent by United States mail, postage prepaid, addressed to Member's last known address on file in the office of the Club. Any notice, statement, billing, or other communication so sent shall be deemed to have been given and received on the third business day following the date of its deposit in the United States mail.

Section 7.3. Liability for Injuries; Release.

While using the Facilities or participating in Club events, whether on or off the premises, Members and their guests are charged with the responsibility of using proper judgment and caution at all times. Neither the Club nor the Owner assumes any liability for injuries caused to or incurred by any Member, user, or guest or for damage to property resulting from the use of the Facilities. In consideration of the privileges described herein, each Member and each person using the Facilities, equipment and amenities of the Club through a Member's membership, expressly agrees that **(i) all use of the Facilities, equipment and amenities is undertaken at the sole risk of the user, and the Owner shall not be liable for any injuries or damages to any Member or any other persons; and (ii) the Owner and its affiliates, officers, directors, shareholders, managers, members, agents and employees shall not be subject to and are hereby released and forever discharged from any claims or demands whatsoever, including, without any limitation, those claims or demands resulting from acts or omissions of active or passive negligence (but excluding gross negligence or willful misconduct) on the part of the Owner or its affiliates, officers, directors, shareholders, managers, members, agents or employees.**

Section 7.4. Personal Property.

The Owner does not guarantee the security of personal property. Each Member and each person using the Facilities is required to take precautions against theft and to properly secure all articles of personal property. In consideration of the privileges described herein, each Member and each person using the Facilities, equipment and amenities agrees that the Owner is not responsible or liable for articles damaged, lost or stolen in or about the Club, or left in lockers, including, but not limited to, golf clubs, golf bags, jewelry, and other similar personal items, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided at the Club are offered as a convenience to Members and others and the Owner does not represent or warrant that the lockers or storage facilities are safe and secure, nor does it guarantee that any items placed therein are or will be secure.

Section 7.5. Arbitration.

Any controversy (other than collection cases brought by the Owner against a Member for nonpayment of dues, charges and accounts and disciplinary matters for which a decision has not been rendered by the Club) arising out of, or relating in any way to these Bylaws, or the Rules and Regulations, any member's Candidate Application or any Member's membership shall be settled by binding arbitration administered by an arbitrator selected by the American Arbitration Association (the "Arbitrator"), in accordance with its rules. A judgment upon an award rendered by the Arbitrator may be entered in any court having jurisdiction. The initiating party shall give written notice to the other party of its decision to arbitrate by providing a specific statement setting forth the nature of the dispute, the amount involved, the remedy sought, and the hearing locale requested. The initiating party shall be responsible for all filing requirements and the payment of any and all fees according to the rules of the Arbitrator. The Arbitrator shall award to the prevailing party, if any, as determined by the Arbitrator, all of its costs and expenses including reasonable attorney's fees, Arbitrator's fees, and out-of-pocket expenses of any kind. The Owner and Member agree that the Arbitrator cannot award more than the Initiation Payment paid for the membership pursuant to the Member's Candidate Application, and in no event shall the Owner or the Club be liable for any incidental, indirect, speculative, special, consequential, punitive, or exemplary damages of any kind. The parties agree to waive any right to trial by jury as well as any rights to

appeal the final arbitration finding (but not the waiver of any rights to make interlocutory appeals with respect to any preliminary or procedural arbitration findings). The arbitration shall be limited solely to the dispute or controversy between the Member, the Owner, and the Club, except that affiliates of the Owner and the Club may also participate at the sole election of the Owner and the Club. A MEMBER CANNOT ACT AS A CLASS REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL OR IN ANY REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS WITH RESPECT TO CLAIMS THAT ARE SUBJECT TO ARBITRATION HEREUNDER. Should any Member, Member's spouse, Spousal Equivalent or Spousal Designee, or children (or representative for any children) fail to abide by the jurisdictional forums provided for in this Section and institute a lawsuit or action against or involving the Club or the Owner, the Member's membership may be terminated, and the Member's transferability rights, if any, shall be forfeited.

Section 7.6. Independent Entity.

The Members recognize and acknowledge that the Owner is an independent entity, chartered under the laws of the state of Delaware to whom the Members will solely look and who is solely responsible for the obligations and liabilities of the Owner recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other entity or entities, including (i) the Owner's parent company or other affiliated companies, (ii) any individual, or (iii) any entity affiliated with the Owner which may form, organize, provide services to, provide loans and funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Owner, by direct dealings with the Members or those acting for them, is in any manner liable or responsible for the obligations and liabilities of the Owner, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby, including, but not limited to, the refund of the Initiation Payment, if applicable.

Section 7.7. Binding Effect; Indemnification.

IN CONSIDERATION OF THE RIGHTS AND PRIVILEGES OF MEMBERSHIP, EACH MEMBER AGREES, ON HIS OR HER OWN BEHALF, AND ON BEHALF OF HIS OR HER FAMILY AND GUESTS, TO BE BOUND BY THESE BYLAWS AND THE RULES AND REGULATIONS. FURTHERMORE, EACH MEMBER AGREES TO ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE CLUB, INCLUDING RISKS OF INJURY, WHETHER IN THE CLUBHOUSE, ON THE GOLF COURSE (INCLUDING, WITHOUT LIMITATION, RISKS ASSOCIATED WITH THE USE OF GOLF CARTS AND ERRANT GOLF BALLS), WHILE USING TENNIS COURTS, PICKLEBALL COURTS, ATHLETIC FACILITIES OR ANY OTHER RECREATIONAL OR SPORTING ACTIVITY WHILE ON CLUB PROPERTY (INCLUDING RISKS ASSOCIATED WITH SLIP AND FALLS AND ALL OTHER TYPES OF INJURIES), AND TO BOTH (A) HOLD HARMLESS THE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, AGENTS AND EMPLOYEES, AND (B) INDEMNIFY THE SAME FROM ANY CLAIM, LIABILITY OR LOSS WHICH RESULTS FROM OR IS CONNECTED WITH ANY VIOLATION OF THESE BYLAWS OR THE RULES AND REGULATIONS BY THE MEMBER, MEMBER'S FAMILY OR GUESTS, OR ANY DISPUTE ARISING FROM MEMBERSHIP, OR ANY USE OF THE FACILITIES OR PREMISES (INCLUDING THE USE, MISUSE OR FAILURE OF ANY EQUIPMENT USED BY THE MEMBERS OR THE MEMBER'S FAMILY OR GUESTS), INCLUDING BUT NOT LIMITED TO ANY CLAIMS

OR DEMANDS WHATSOEVER RESULTING FROM ACTS OR OMISSIONS OF ACTIVE OR PASSIVE NEGLIGENCE (BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT) ON THE PART OF THE CLUB, THE OWNER OR ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, AGENTS OR EMPLOYEES.

Section 7.9. Amendment to Bylaws.

The Owner shall have the right, without notice, to adopt new Bylaws and amend, modify, or waive these Bylaws and/or the Rules and Regulations of the Club at any time and from time to time. New Bylaws will supersede and replace any prior Bylaws of the Club; amendments or modifications shall supersede and replace any prior Bylaws with respect to the terms amended or modified. Any such new Bylaws, amendments, modifications, or waivers shall be effective immediately upon adoption by the Owner; a copy of the same shall be made available to the general membership either by posting on the Club's website, posting in the Club, delivery to the membership, or other reasonable method as determined by the Owner in its discretion. The Club also reserves the right to modify all policies and procedures which may not be contained in the Bylaws or Rules and Regulations, including but not limited to the terms and conditions under which guests may use Club Facilities, the advance sign-up privileges of the Members to use the Club Facilities including the procedures or systems for allocation of tee times and court times, and the days and hours of operation of the Club Facilities.

Approved and Adopted by the Owner effective as of January 3, 2025.

APPENDIX A - Closed Categories of Membership

1. Charter. Charter members are entitled to year-round use of the fitness and aquatics facilities at Compass Pointe, and to attend social activities and dine at both Magnolia Greens and Compass Pointe. Charter members also have golf playing and practice facilities at both Magnolia Greens and Compass Pointe year-round without payment of cart fees for the life of the membership, and a privilege to reserve a tee time up to ten (10) days in advance. Both Single and Family dues rates are available to Charter members.
2. Lifestyle. Lifestyle members are entitled to attend social activities and dine at both Magnolia Greens and Compass Pointe. Lifestyle members also have golf playing and practice facilities at both Magnolia Greens and Compass Pointe year-round with payment of reduced guest fees as may be determined by the Owner from time to time in its discretion, and a privilege to reserve a tee time up to four (4) days in advance. Both Single and Family dues rates are available to Lifestyle members.
3. Senior. Senior members must be 67 years of age or older and are entitled to attend social activities and dine at Magnolia Greens without charging privileges. Senior members also have golf playing and practice facilities at Magnolia Greens year-round Mondays-Thursdays anytime and Fridays-Sundays after 3pm for a cart fee rate, and a privilege to reserve a tee time up to fourteen (14) days in advance. Both Single and Family dues rates are available to Senior members.
4. Gold. Gold members are entitled to attend social activities and dine at Magnolia Greens without charging privileges. Gold members also have golf playing and practice facilities at Magnolia Greens year-round with payment of reduced guest fees as may be determined by the Owner from time to time in its discretion, and a privilege to reserve a tee time up to eight (8) days in advance. Both Single and Family dues rates are available to Gold members.
5. Junior Golf. Junior Golf members must be 17 years of age and younger and are entitled to attend social activities and dine at Magnolia Greens without charging privileges. Junior Golf members also have golf playing privileges at Magnolia Greens year-round with payment of cart fees as may be determined by the Owner from time to time in its discretion, and a privilege to reserve a tee time up to three (3) days in advance. Additionally, Junior Golf members receive 600 complimentary range balls per calendar year.
6. Social. Social members are entitled to attend social activities and dine at Magnolia Greens without charging privileges. Social members also have golf playing and practice facilities at Magnolia Greens year-round with payment of reduced guest fees as may be determined by the Owner from time to time in its discretion, and a privilege to reserve a tee time up to four (4) days in advance.