

MEADOWBROOK COUNTRY CLUB RULES AND REGULATIONS

It is the intent of Management to limit these Rules and Regulations ("Rules") to the minimum that are required to insure the enjoyment of the Club by the members and their guests. The obligation of enforcing these Rules lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Management and staff in the enforcement of these Rules.

These Rules are effective February 20, 2012 and may be amended or changed at any time by Management in its sole discretion.

ARTICLE I DEFINITIONS AND APPLICATION

1.1 THE CLUB

The "Club" refers to the facilities provided at MeadowBrook Country Club located at 9300 East 81st Street, Tulsa, Oklahoma. The "Owner" refers to the Owner of MeadowBrook Country Club.

1.2 MANAGEMENT

"Management" refers to Eagle Golf which manages the Club and its successors in interest. The affairs of the Club are administered by the General Manager ("Manager") and other employees of Management. The Manager has full and complete authority over the Club at all times.

1.3 MEMBERSHIP

(a) A "Membership" is the contractual privilege by which designated persons enter onto the Club for the purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules. A "Member" is the person obligated for the payment of all fees, dues, fines and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced either by publication in the Club's newsletter or by posting at the Club. The Rules as amended or supplemented will be maintained in the Manager's office and are available for review upon request.

(b) MeadowBrook Country Club is not an equity club. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to participate in or to administer the Club business policies and does not create any vested or proprietary right of any kind in land, the Club, Management or the assets of Management or the Club. Membership does not create any presumption that the facilities or services that are now or hereafter available will continue to be available.

(c) Membership may be subject to disciplinary action, including fines, suspension or revocation, in accordance with these Rules.

(d) Management at all times retains the full right, in its sole discretion, to add, delete or modify the categories of membership and the right to modify or discontinue any or all of the membership privileges applicable to any membership category.

1.4 FEES, DUES, FINES, AND CHARGES

All membership initiation fees or deposits, transfer fees, dues, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by Management. Management reserves the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges as assessed by Management. A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations to Management as set forth in Article IV. The schedule of fees, deposits, dues, fines, and charges in effect at any given time is available for review at Management's membership office.

1.5 MEMBERSHIP DEPOSIT

A. The following only applies to certain members who enrolled prior to March 1, 2008:

[THIS SECTION 1.5 APPLIES ONLY TO THOSE MEMBERS WHO PAID MEMBERSHIP DEPOSITS TO THE PREVIOUS OWNER AMERICAN GOLF AND NOT TO ANY PREVIOUS OWNER OR MANAGER OF THE CLUB.]

(a) At Management's election with respect to any or all memberships (which election shall be stated on the Member's application for membership), in lieu of a Member paying an initiation fee, the Member shall pay a "Membership Deposit" which shall be repaid by Management solely and exclusively in accordance with the terms of this Section 1.5. The original amount of any Membership Deposit shall be repaid (without interest) by Management upon prior written request to Management in one installment thirty (30) years from the date of the final approval of the Membership application. Such amount shall be reduced by any portion of the Membership Deposit previously refunded and all amounts owed by the Member to Management as of the date of such repayment of the Membership Deposit. Nothing contained in the previous sentence is intended, nor shall be understood, to allow a Member to credit any dues or charges owed by such Member against his or her Membership Deposit at any time. Each Member shall be responsible for the full and prompt payment of such dues or charges. In the event a Member fails to request the repayment of his or her Membership Deposit within one (1) year after the date the Membership Deposit becomes repayable, Manager's obligation to repay the Membership Deposit shall terminate and Manager may retain the Membership Deposit.

(b) The Membership Deposit shall not be refundable in whole or part should the membership be terminated by Management as a result of any violation of the Rules.

(c) If a Member voluntarily elects to terminate his or her membership prior to the 30th year anniversary of the date on which the Member's application received final approval, Management shall not be obligated to refund all or any portion of the Membership Deposit at any time prior to the 30-year anniversary date.

(d) The Member shall not be entitled to the payment of any interest on the Membership Deposit.

(e) Notwithstanding the foregoing, the Membership Deposit may, at Manager's sole discretion, be repaid by Manager to the Member at any time, in whole or in part, without penalty or premium. The Member's right to receive the repayment of the Membership Deposit is not transferable or negotiable.

B. Membership enrollment after March 1, 2008. Members enrolled into membership beginning March 1, 2008 will be enrolled after the payment of a Membership Fee, and no Membership Deposit provisions will apply to their membership.

1.6 MEMBERSHIP USE

For family memberships, membership entitles a Member, his or her spouse and all unmarried dependent children under the age of twenty-one (21) (or through age twenty-four (24) if a full-time student and living at home) to use of the Club, provided all applicable fees, deposits, dues, fines, and charges are timely paid.

1.7 APPLICABILITY OF RULES

These Rules apply to all Members, Member's families, business designees, and guests.

1.8 NON-MEMBER USE OF CLUB

Management at all times retains the right to allow the general public to use the golf course and driving range, swimming facilities, clubhouse, and other facilities located at the Club, including non-member tournaments, banquets, weddings, private parties, and other functions. There is no requirement that a Member either sponsor or participate in such functions.

**ARTICLE II
PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

2.1 REGULAR

This membership entitles the primary Member and his or her family as specified in Section 1.6 to all privileges of the golf course and driving range, swimming facilities, and clubhouse. The primary Member's spouse and family shall not have golf privileges at the primary times as designated by Management.

2.2 REGULAR NON-TRANSFERABLE

This membership entitles the primary Member and his or her family as specified in Section 1.6 to all privileges of the golf course and driving range, swimming facilities, and clubhouse. The primary Member's spouse and family shall not have golf privileges at the primary times as designated by Management. This membership is not transferable, nor may it be sold to another party.

2.3 CORPORATE

(a) Memberships may be issued to a corporation or other business entity at the discretion of Management. Management may establish certain criteria that a corporation or other business entity must satisfy in order to acquire and maintain a Corporate membership, including proof of a legitimate business in which the corporation or such other business entity is actively engaged, the requirement that the corporation or such other business entity must employ a minimum number of individuals, and proof of active status and good standing in the state(s) where the corporation or such other business entity is formed and/or conducting business. If a corporation or such other business entity is not able to continue to satisfy the criteria for maintaining a Corporate membership, then the Corporate membership shall be deemed resigned and the person(s) having membership privileges under such Corporate membership shall be given the right to acquire the most similar membership available, subject to such terms and conditions as may be established by Management including the payment of a Membership Deposit.

(b) The corporation or such other business entity may designate up to four (4) individuals ("Designees") who shall be entitled to membership privileges under the Corporate membership, subject to such terms and conditions as may be established by Management. The Designees must complete a membership application, meet all of the eligibility requirements for membership, and must be approved for membership in the same manner as all other Members. The Designees must at all times be bona fide employees of the corporation or such other business entity. The corporation or such other business entity may designate new individuals to be the Designees, subject to Management's approval and such other terms and conditions as Management may establish, including time limitations for changing Designees and redesignation fees to be paid by the corporation or such other business entity.

(c) The corporation or such other business entity together with the person(s) having membership privileges under the Corporate membership shall be jointly, severally, and legally responsible for all debts and charges incurred by such person(s), and person(s) having privileges under the Corporate membership shall acknowledge said responsibility in writing prior to receiving the privileges of membership.

(d) The purchase of a Corporate membership, the initial designation of persons entitled to membership privileges and any subsequent change of Designees or membership status must be initiated by a resolution of the corporation's board of directors or by formal notice provided by a general partner or principal of such other business entity.

2.4 JUNIOR

This membership entitles the Member and his or her family as specified in Section 1.6 to all privileges of the golf course, driving range, swimming facilities and clubhouse. Junior memberships are designed to encourage application from young business and professional people 21 thru the age of 35, by making membership available to them at a reduced Membership Deposit and reduced monthly dues. When a Junior Member reaches age 36, in order to continue membership, the Member must pay the difference between any reduced Membership Initiation Fee previously paid by the Member and the then-current Membership Initiation Fee for the Regular membership category. This additional amount paid by the Member shall be treated as an additional Membership Initial Fee in accordance with Section 1.5. Full monthly dues shall be payable when a Junior Member reaches age 36. If a Junior Member resigns his or her membership prior to reaching age 36, said Member shall not be eligible for a Reissuance Fee (as defined in Section 2.11(b) below). The primary Member's spouse and family shall not have golf privileges at the primary times as designated by Management.

2.5 SOCIAL

This membership entitles the Member and his or her family as specified in Section 1.6 to all privileges of the swimming facilities and clubhouse. Social Members are not entitled to use of the golf course and driving range.

2.6 NON-RESIDENT - NON-TRANSFERABLE

This membership entitles the Member and his or her family as specified in Section 1.6 to all privileges of the golf course and driving range, swimming facilities, and clubhouse. Non-Resident Members must reside more than fifty (50) miles from the Club, and maintain such personal residence outside the area of the Club at all times during their membership. Non-Resident Members may not use the Club facilities more than sixty (60) days during the playing season (April through October).

2.7 SENIOR I

This membership entitles the Member to all privileges of the golf course and driving range on Tuesday through Friday. This membership also entitles the Member to all privileges of the swimming facilities and clubhouse for the entire week, except as Member's use of the Club is limited as provided in these Rules. A Senior I Member must be seventy (70) years of age or older, and he or she must have previously been a Regular Member of the Club for at least twenty (20) years.

2.8 SENIOR II

This membership entitles the Member to all privileges of the golf course and driving range on Tuesday through Friday. This membership also entitles the Member to all privileges of the swimming facilities and clubhouse for the entire week, except as Member's use of the Club is limited as provided in these Rules. A Senior II Member must be at least 65 years of age and must have been a member in good standing for at least 10 years.

2.9 PRIMARY/ALTERNATE MEMBERSHIP DESIGNATION

For all family memberships, the Member is required to designate primary and alternate Members either at the time of applying for membership, or in the case of existing Members, within fifteen (15) days of request by Management to do so. The designations shall be made in the sole discretion of the applicants or Members. The spouse of the primary Member and all other family Members as specified in Section 1.6 shall be alternate Members. Family members other than spouses shall not have any rights to a primary Membership upon the death of a primary Member. Only the primary Member is entitled to golf privileges at the primary times designated by Management. Individual Members are always considered primary Members. A primary Member may change his or her designation of the primary member by delivering to Management a written notice of change, but may not do so more than once within a twelve (12) month period.

2.10 TRANSFERABLE MEMBERSHIPS

[THIS SECTION 2.10 APPLIES ONLY TO THOSE MEMBERS WHO PURCHASED TRANSFERABLE MEMBERSHIPS FROM THE PRIOR OWNER, AGC COUNTRY

CLUBS AND NOT FROM ANY OTHER PREVIOUS OWNER OR MANAGER OF THE CLUB.]

(a) Transferability.

(i) General. The provisions of this Section 2.10 shall apply only to Members holding memberships expressly designated as transferable memberships ("Transferable Memberships"). Notwithstanding anything in these Rules to the contrary, no Membership shall be transferable unless the Membership Deposit for said Membership has been paid in full. Any holder of a fully paid Transferable Membership in good standing may transfer such membership only in the manner set forth in this Section 2.10 and elsewhere in these Rules. No Member shall ever independently sell or transfer his or her membership.

(ii) No Advertising. No Member shall publicly advertise his or her membership for sale, or permit such advertisement.

(iii) Transfer Rights.

(1) A Member holding a Transferable Membership desiring to resign his or her membership shall notify Management in writing of such intention thirty (30) days in advance of such resignation. Management may purchase such Transferable Membership or may, at its option, cause it to be reissued to a person of Management's choice upon such terms and conditions as are set forth in these Rules. No Transferable Membership shall be sold or transferred except in the manner herein provided. No obligation is imposed upon Management to guarantee the sale or reissuance of a Transferable Membership to any third party, or a repurchase by Management. No sale of any class of Transferable Membership shall be made to any person who at the time of a proposed sale then holds a Transferable Membership in the same classification.

(2) During the period after a Member has notified Management of the desire to resign his or her Transferable Membership and prior to the tender to said Member of the Reissuance Fee (as defined below), the Member may revoke the election to resign by written notice to Management and by payment of a cancellation fee to be established by Management.

(3) Upon receipt by Management of the notice referred to in Subsection (1) above and subject to the reissuance procedures set forth in Section 2.10(b) below, the name of the membership applicant, if any, whose name first appears on any waiting list established by Management for persons desiring to obtain a resigning Member's particular class of Transferable Membership in the Club shall be notified that a Transferable Membership of the desired class of membership is available for purchase from a resigning Member. Should the applicant fail to accept the membership on the terms offered, the next applicant on the waiting list shall be notified, and so on in order through the waiting list until an acceptance is received. It is expressly understood that the

procedures set forth in Section 2.10(b) may result in the sale of numerous original issuance Transferable Memberships and the passage of a significant period of time before resigning Member's membership is reissued to a new Member.

(4) Upon receipt by Management of the selling price established therefor, Management shall (1) cause the Transferable Membership of the resigning Member to be canceled on Manager's books for the Club; (2) reissue the membership to the new Member, and (3) if applicable pay to the resigning Member the Reissuance Fee as hereinafter provided in these Rules, less all dues and other charges of said Member which remain outstanding.

(iv) Charges and Dues; Use of Rights and Privileges. A Resigning Member shall be obligated to pay, on a timely basis, all dues and other incurred charges until his or her Transferable Membership has been reissued in accordance with Section 2.10(b) below, unless otherwise provided in these Rules. Such resigning Member shall continue to have all rights and privileges in the Club enjoyed by his or her class of Transferable Membership until the Transferable Membership has been canceled.

(b) Reissuance Procedure. Applies only to the resigning Member who paid a Membership Deposit upon joining and has an eligible Transferable Membership.

(i) Payment to Member Upon Reissuance. A Member holding a Transferable Membership who resigns shall be entitled to a reissuance fee ("Reissuance Fee") subject to and in accordance with the provisions of Section 2.10(a)(iii) above. The amount of the Reissuance Fee shall be a percent of the amount of the Membership Deposit actually received by Club Management from the reissuance by Club Management of such Transferable Membership as was specifically set forth in the Member's application for membership, less such other charges, dues and assessments as may be outstanding against such resigning Member. The Reissuance Fee shall further be reduced by any prior refund of the Resigning Member's Membership Deposit. Payment of the Reissuance Fee shall be made in accordance with the applicable reissuance procedure set forth below. The Reissuance Fee remitted to a resigning Member shall constitute a repayment (either partial or full, depending on the amount) of the original Member Deposit, if any, of the resigning Member. Management may, in its sole and absolute discretion, change the reissuance procedure to accommodate extenuating circumstances, including changing the Reissuance Fee applicable to transfers of subsequently issued Transferable Memberships.

(ii) General Procedure; Priority List. Resigning Members holding Transferable Memberships shall be placed on the resale priority list (the "Priority List") for Transferable Memberships. Transferable Memberships will not be reissued by Management until at least three hundred fifty (350) Transferable Memberships in the Club have been originally issued and sold by Management. Thereafter, until the Club reaches maximum capacity, as determined by Management in its sole discretion, one Transferable Membership on the Priority List will be reissued by Management after four (4) original issuance Transferable Memberships have first been issued and sold by Management. Once

the Club has reached maximum capacity, Transferable Memberships will be reissued to qualified applicants without the requirement of original Transferable Memberships first being issued and sold. Priority on the Priority List shall be determined on a first-come first-served basis. A resigning Member on the applicable Priority List shall be entitled to a Reissuance Fee if and when he or she occupies the top position on the Priority List and his or her Membership is reissued to a purchaser. Within thirty (30) days after the reissuance of a Transferable Membership to an approved Member who has paid the then applicable membership fee, Management shall transmit the Reissuance Fee, less applicable deductions, to the resigning Member.

(iii) Miscellaneous. Notwithstanding anything contrary in this Section 2.10, no resigning Member shall be entitled to payment of a Reissuance Fee unless and until such Member follows the procedures set forth in these Rules. Further, there shall be deducted from the Reissuance Fee due to a resigning Member any, dues or any other charges of such Member which remain unpaid, including, without limitation, any amounts that have accrued between the effective date of resignation or termination and the date the resigning Member's Membership is canceled. After receipt by the resigning Member of the Reissuance Fee, the resigning Member shall no longer have any claim as a Member of the Club.

2.11 NONTRANSFERABLE MEMBERSHIPS

Except for the specific memberships designated by Management as transferable memberships, all other memberships are not transferable. Members with nontransferable memberships may resign their memberships at any time by providing Management with thirty (30) days advance written notice, and upon payment of all outstanding dues and other charges.

ARTICLE III

MEMBERSHIP POLICIES

3.1 ELIGIBILITY

(a) Any financially qualified person of good character, over the age of twenty-one (21) shall be eligible to become a Member without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.

(b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules as then enacted or thereafter amended; (ii) satisfactory completion of any period of provisional status that may be established by Management; (iii) formal approval of the application by Management; and (iv) payment of, or satisfactory arrangement to pay, the Membership Deposit and any other initial fees and dues related to membership.

3.2 LEAVES OF ABSENCE

Leaves of absence are not permitted. There is no policy permitting inactive status.

3.3 RESIGNATION

A Member may resign at any time upon providing Management with thirty (30) days prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to Management have been settled. No refund or proration of any deposits, fees or dues will be made to any Member resigning from the Club. Resigning Members remain liable for all dues and charges accrued up to the Effective Date of their resignation. Resigning Members holding Transferable Memberships shall forfeit their right to Reissuance Fees unless said Members strictly comply with the transfer provisions set forth in Section 2.10 above. Resigned members who wish to rejoin the club within 12 months of leaving the Club will be required to pay the back dues or the Initiation Fee, whichever is less.

3.4 TRANSFERS

(a) With respect to a family membership, upon the death of the primary Member, the membership shall, upon the written request of an alternate Member who is the decedent's spouse (but not child) within six (6) months of the death, continue and said spouse shall become the primary Member. In the event the spouse elects not to become the primary Member and retain the membership, the spouse shall not be required to pay dues, fees and assessments accruing after the primary Member's death. Upon the expiration of the six (6) month period, or sooner upon receipt of notice not to retain the membership from the spouse, the decedent's membership shall terminate and shall thereafter be subject to sale by Management in accordance with these Rules. Upon the death of both the primary Member and the spouse of the primary Member, the membership shall terminate and may not be transferred to any heir or other person named in a will or bequest, and the estate shall have no interest in the membership.

(b) In the event of a dissolution of the marriage of a Member, only one spouse shall retain membership privileges unless the other spouse purchases a new membership at the then prevailing Membership Deposit, dues, and fees for the category of membership purchased and subject to the availability of a membership in that category. The determination of which spouse will retain membership privileges shall be made by either personal agreement between spouses or judicial determination. Until such a determination is made, both spouses shall retain their existing respective rights to use the Club provided that both shall continue to be jointly and severally liable for dues, fees and assessments during said time period. Absent a valid court order, Management will not under any circumstances become involved in any domestic dispute regarding the ownership or privileges of membership. All primary and alternate Members agree to hold the Owner of the Club, the Management, Manager, and their employees and agents harmless from any and all liability arising out of the disposition of a membership pursuant to a court order

believed in good faith to be valid and enforceable. This Section 3.4(b) is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 10.1.

3.5 REPURCHASE

(a) Management reserves the right at all times to terminate any membership for any reason whatsoever by paying to the Member the then current Membership Deposit amount. This right of repurchase and buy-out may be exercised with or without the Member's permission and even if the Member is in good standing and has paid all outstanding dues and charges.

(b) If Management elects to repurchase the membership of a Member who has outstanding dues or charges, Management shall have the right to offset such dues or charges against the amount to be paid to said Member.

3.6 UPGRADES IN MEMBERSHIP STATUS

Requests for upgrades in a Member's membership category, privileges or charges must be made in writing. Management shall have the absolute right to approve or disapprove such a request. Approval may be subject to conditions including payment of applicable increases in Membership Deposits and dues. Members shall be permitted to downgrade their membership category upon written request to the Club. Once a Member has downgraded, he shall not be permitted to upgrade his or her membership until at least twelve (12) months have passed and will not be required to pay back dues or another initiation fee. A member wishing to upgrade prior to the 12 month period will be allowed only after the Member has paid all the dues which he or she would have paid during the period of downgrade had the membership not been downgraded or by paying the Initial Fee, whichever is the least amount.

UPGRADES / DOWNGRADES IN MEMBERSHIP STATUS

Requests for upgrades in a Member's membership category, privileges or charges must be made in writing. Club Management shall have the absolute right to approve or disapprove such a request. Approval may be subject to conditions including payment of applicable increases in Initiation Fees or Membership Deposits, and dues and other fees, and the availability of a membership in the requested category. Subject to availability, Members shall be permitted to downgrade their membership category once during the life

of the membership upon written request to the Club. Unless a special upgrade offer applies, once a Member has downgraded, he or she shall not be permitted to upgrade his or her membership until twelve (12) months have passed, and the upgrade will be effective only after the Member has paid all dues which he or she would have paid during the period of downgrade had the membership not been downgraded.

3.7 DISPUTES

With regard to any claim or dispute regarding the ownership of a membership, Management shall be entitled to rely on the membership application and may confirm ownership of that membership in the name of the person listed on the application. Management will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and shall not have any liability or responsibility for the resolution of such disputes. This Section 3.7 is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 10.1.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the last day of each month and normally mailed within two (2) to three (3) working days thereafter. Payment is due and must be received by Management (not merely postmarked) by the 20th of the following month. A one and one-half percent (1.5%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any time, at Management's sole discretion. Effective September 1, 2011, a new member will be required to provide a means of electronic funds transfer to the Club Accountant as a requirement of membership. Management may, at its election, require all Members to keep an active major credit card number and billing information on file together with an authorization for Management to bill to such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2(b) below.

4.2 PAST DUE, DELINQUENCY AND REVOCATION

(a) 30-Days Past Due. If a Member's account becomes thirty (30) days past due, the Member will be notified by mail and/or telephone that his or her charging privilege has been suspended.

(b) 60-90 Days Past Due. Any Member whose account becomes between sixty (60) to ninety (90) days past due will be notified by mail and/or telephone. The fact of this delinquency may be posted at the Club. Any such Member may, at Management's election, be denied any charging and playing privileges until his or her account is brought current. At Management's election, Management may automatically bill any Member's account which is more than sixty (60) days past due to any major credit card of said Member on file at the Club.

(c) 90 Days Revocation. The membership of any Member whose account is more than ninety (90) days delinquent may, at Management's election, be revoked and forfeited to Management. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent indebtedness. Any Member whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.10(b) above.

(d) Frequent Delinquency Revocation. The membership of any Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or nonconsecutively, may, at Management's election, be revoked and forfeited to Management. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent indebtedness. Any Member

whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.10(b) above.

4.3 RETURNED CHECKS

All Members shall be charged an additional twenty-five Dollars (\$25.00) on their statement for any checks returned from the bank for insufficient funds or Management's actual cost of recovery, whichever is greater.

4.4 CREDITING OF ACCOUNT

Members with any questions regarding charges on their statement should contact Manager's accounting office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

4.5 FOOD CHARGES

All food and beverage charges are subject to a service charge and to applicable sales tax. Management may, in its sole discretion, impose a minimum quarterly charge for food and beverage service at the Club.

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

Any Member who violates these Rules is subject to fine, suspension and/or immediate revocation of membership. All Members found to be in violation of the Rules may be denied all Club privileges, including the privilege of charging goods and services. This denial of privileges may apply to one or more family members in Management's sole discretion.

5.2 FINEABLE OFFENSES

Any Member who commits any of the following offenses shall be subject to a fine which shall be added to the Member's monthly statement. The amount of the fine will be established by Management. Failure to pay the fine and satisfy the Member's obligations in full may lead to a further fine and suspension. Members may also be fined if any of the Members or their family or their guests commit any of the following violations:

- (a) Failure to register with the golf starter before beginning play.
- (b) Failure to register a golf guest (fine plus applicable guest fees).
- (c) Failure to comply with rules governing the proper use of golf carts.
- (d) Deliberate abuse of any item of the Club (fine plus the cost of repairing or replacing the item of property if necessary).
- (e) Failure to return a golf cart to the staging area.
- (f) Violation of the rules of golf etiquette.
- (g) Disregard of parking lot space marking resulting in the use of more than one parking space.
- (h) Using golf course tees, greens or fairways for practice.
- (i) Failure to cancel a reservation for a banquet or other food and beverage function at least twenty-four (24) hours prior to the reservation time (fine, plus the cost of the function).
- (j) Without the Manager's prior permission, bringing food and beverages into the Club that is not purchased from Management.

5.3 SUSPENSION

(a) Management shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member who Management finds has violated any rule, regulation or policy established by Management or whose behavior is disruptive to the operation of the Club. The prior imposition of a fine is not a necessary prerequisite to suspension.

(b) A suspended Member shall be required to pay monthly dues during the period of suspension. However, no portion of any fee or monthly dues previously paid by a suspended Member shall be refunded or prorated. A suspension may be lifted by Management, in its sole discretion, upon receipt of evidence that any wrongs committed have been redressed and any offensive behavior will not be repeated.

5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSION

Management shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established by Management. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file.

5.5 HEARING FOLLOWING SUSPENSION

(a) A Member whose membership is suspended may request a review hearing to be held before the Manager or, if the Member does not wish the hearing to be held before the Manager, he or she may so advise Management, in which case, the regional director for private clubs of Management or another designated representative of Management shall serve as the hearing officer. The Member's request for a hearing must be delivered to Management not more than fifteen (15) days following the date upon which Management mails the notice of suspension to the Member.

(b) The review hearing will be conducted within thirty (30) days from the date that the Member's request for hearing is delivered to Management. The Member may attend in person or by representative. Following the hearing, the Manager or designated representative of Management will make a decision which shall be final and binding.

5.6 REVOCATION

A membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons:

(a) Commission of any felony or misdemeanor theft at the Club.

(b) Ninety (90) day delinquency or frequent delinquency, as defined in Section 4.2.

- (c) Willful destruction of the Club or staff, Member, or guest property.
- (d) Physical or gross verbal abuse of staff, Members or guests.
- (e) Continued and repeated violations of these Rules.
- (f) Conduct injurious to the reputation of the Club or its Members.
- (g) Conduct which seriously detracts from Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Member again violates the rule or policy that led to the previous suspension within twelve (12) months of the infraction, or if the Member violates any other rule or policy that would result in suspension within twelve (12) months of the infraction.

5.7 PROCEDURE FOR REVOCATION

Management will prepare a written notice of revocation which shall be delivered by certified mail to the terminated Member. Upon revocation, all past Membership Deposits and monthly dues paid by the Member shall be forfeited to Management and the Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of Management to collect any delinquent indebtedness. Any Member whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.10(b) above.

**ARTICLE VI
HOUSE AND GROUNDS RULES**

6.1 HOURS OF OPERATION

The schedule of operation for the various facilities within the Club shall be published in the Club newsletter or posted at the Club, but is subject to change to accommodate special events. The clubhouse will be closed to Members every Monday, except on holidays which fall on Monday and except for special events. The entire Club, including the golf course will be closed on Thanksgiving Day, December 25th and January 1st. The schedule of operation is also subject to change due to weather conditions.

6.2 SPECIAL FUNCTIONS

Management shall endeavor to publish all special Member functions in the Club newsletter or to post such functions at the Club, including dinner dances, banquets and special social functions.

6.3 MEMBERSHIP CARDS

(a) Each primary Member and alternate Member will be issued membership cards. A Member may also request that membership cards be issued to dependent children.

(b) Presentation of the membership card may be required for purchases and activities at the Club. Each Member must carry his or her card while at the Club. Members are not permitted to lend or give their card to others for any reason. Violation of this rule may result in expulsion. Management may ask Members at any time for verification of identity.

(c) Lost or stolen cards must be immediately reported to the membership director at which time a replacement card will be issued.

6.4 CHARGING PRIVILEGES

Members have the option of paying for the purchase of golf shop merchandise in cash or by a charge to their membership billing account. Food and beverage purchases and appropriate service charges must be charged on the Member's account. Management reserves the right to suspend or place limits upon a Member's charging privilege or require a deposit from a Member.

6.5 RECIPROCAL CHARGING

(a) A Member may utilize reciprocal charging privileges at other clubs operated by Management only if the Member has secured prior approval of Management or the Member participates in a program organized by Management including reciprocal charging privileges as a feature. Management may charge members a handling fee for the processing of invoices for any reciprocal charges.

(b) Management shall not be required to process, and shall not be held liable for, any reciprocal charges not approved in advance by Management. The Member shall always be personally liable to the club at which the reciprocal charge was made.

6.6 GUESTS

Members may bring guests to the Club at designated times and subject to such rules and policies as established by Management, including the payment of applicable guest fees. Every guest is limited to twenty-four (24) visits per year, with a maximum of two (2) visits per month. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf must be in the company of their host Member at all times unless otherwise approved by Manager, in its sole discretion. Management, in its sole discretion, may deny guest privileges to any individual.

6.7 MINORS

(a) Any unmarried dependent child under the age of twenty-four (24) years who is a full-time student and living at home is considered a minor for the purpose of these Rules. However, a person between twenty-one (21) and twenty-four (24) years of age who owns a membership is not considered a minor.

(b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these Rules or other Management policies by minors, restrictions may be imposed on family use of the Club.

(c) Alcoholic beverages may not be sold to any person under the age of twenty-one (21). Anyone under the age of twenty-one (21) is not permitted in any bar lounges or cardrooms.

(d) Minors under the age of fourteen (14) years entering the Club must be accompanied and supervised by an adult member at all times, except when properly qualified and enrolled in any junior golf program.

(e) Use of the Club by minors may be limited or restricted by Management, in its sole discretion.

6.8 PROPER CONDUCT

Members are to conduct themselves in a manner which will not interfere with other Members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior are prohibited.

6.9 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Manager or other responsible staff member.

6.10 DRESS CODE

(a) Golf. Men's shirts must have collars. Ladies and men's shorts must be of Bermuda-length or a style specifically designed for golf (no shorter than mid-thigh length). All the following types of clothing are prohibited on the golf course and practice facilities; swimsuits, T-shirts, Denim pants and shorts/jeans of all types and designs, gym-wear (sweat pants, athletic type warm-ups, etc.) short shorts, coach's shorts, cutoffs, running shorts, tennis-length skirts, tank tops and halter tops. Hats shall be worn bill forward at all times. Management reserves the right to regulate footwear worn on the golf course.

(b) Swimming. Only proper swimming attire is permitted in the pool area. Cutoffs are prohibited. Parents may wear street clothes with rubber soled shoes when they are present to supervise their children. Golf shoes are not permitted in the pool area. Wet bathing suits are not permitted outside the pool area. Bathing caps are optional. Hair pins may not be worn in the water. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.

(c) Clubhouse/Dining Room. Casual attire in good taste is the appropriate attire in the dining room and clubhouse. Men's shirts must have collars. Ladies and men's shorts must be of Bermuda-length or a style specifically designed for golf (no shorter than mid-thigh length). All the following types of clothing are prohibited; swimsuits, gym-wear (T-shirts, sweat pants, athletic type warm-ups, etc.) short shorts, coach's shorts, cutoffs, running shorts, tennis-length skirts, tank tops and halter tops. **Men are required to remove their hats while dining in the Main Dining Room. Hats are allowed in the bar, locker rooms and golf shop, however they shall be worn bill forward at all times.**

Children under the age of sixteen (16) must be accompanied by an adult in the men's and women's locker rooms. Children under the age of six (6) must be accompanied by an adult at all times while on Club premises. Dress restrictions in the dining room may be imposed or waived for specifically designated special events.

(d) General. In general, attire and grooming shall not be offensive to other Members or their guests. Members are responsible for seeing that their guests conform to this dress code. Management reserves the right to refuse guest privileges to anyone it determines to be in violation of the dress code.

2.12

6.11 LOCKER ROOMS

(a) Lockers in the clubhouse can be rented by Members on an annual basis, pursuant to a locker rental agreement to be executed between the Member and Management. Lockers, if available, are obtained by arrangement with Management and are billed on the Member's statement.

(b) Members and their guests must change shoes and clothes in the locker rooms only. Changing of shoes or clothes in the parking lot is prohibited.

(c) Members specifically agree that the Owner of the Club, Management, and their agents and employees are hereby held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's use of said lockers.

6.12 GRATUITIES

A service charge is added to all food and beverage checks. Tipping of Club personnel is permitted when special or individual services are provided.

6.13 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to disciplinary action as deemed necessary by Management.

6.14 PARKING

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at the Club at their own risk. The Owner of the Club, Management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Member

motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted only in designated areas. Overnight parking is prohibited.

6.15 ANIMALS

With the exception of seeing-eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on leash or are attended.

ARTICLE VII GOLF

7.1 GENERAL

(a) Golf rules, regulations, procedures, and policies may be established from time to time by Management, in its sole discretion, and will be available in the pro shop. Such rules, regulations, procedures, and policies shall supplement these Rules.

(b) Every player must wear golf shoes and must have his own set of golf clubs and a golf bag. Golfers must carry their membership cards or guest identification while playing and must produce the same for inspection if requested.

(c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules.

7.2 STARTING

(a) Subject to Subparagraph (b) below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes.

(b) Management may direct players to begin play on the second nine holes and thereafter play the first nine holes. Management may also direct players to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.

(c) All players that begin on a hole other than the first hole must check in with the pro shop before continuing on to the first tee of the first nine holes, so that the starter may control traffic on the course.

(d) All players must register with the pro shop at least ten (10) minutes before commencing play, so that the starter may control traffic on the course.

7.3 WEEKDAY TEE RESERVATIONS

Tee reservations for golf on weekdays may be made up to seven (7) days in advance.

7.4 WEEKEND AND HOLIDAY TEE RESERVATIONS

Tee reservations for golf on weekend days and holidays may be requested up to seven (7) days in advance. Guest play will be limited pursuant to the Club's posted policy on guest play unless the Member has obtained prior approval from the Manager.

7.5 NON-RESERVATION PLAY

Players without reservations shall be assigned available tee times that have not been reserved.

7.6 DESIGNATED TEE TIMES

Management may, from time to time and in its sole discretion, designate tee times only for primary Members. These designated tee times will be published in the Club newsletter and posted at the Club.

7.7 PRACTICE

When practicing, members are to use the driving range and practice range only. Under no circumstance are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.

7.8 PLAYING GROUPS

(a) No more than five (5) players per group are permitted, unless prior approval has been obtained from the head golf professional.

(b) In the case of groups with less than four players, the starter, at his discretion, may fill the group with other waiting players.

7.9 SLOW PLAY

If a playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The slow group of players or the group with the lost ball is then required to take positions on the course out of play and shall remain stationary until the invited group has played through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs.

7.10 ENFORCEMENT

Play on the course is governed by USGA Rules, with the exception of any local rules which take precedence when printed on the scorecard or posted. The golf professional or the course marshal are empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the player by the Manager. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.

7.11 GOLF CARTS

- (a) Carts may be operated by anyone sixteen (16) years of age and older, providing that person has a valid driver's license.
- (b) Cart rental fees are mandatory unless waived by Management.
- (c) Privately owned carts are not permitted on the Club premises.
- (d) Members are liable for any personal injury or property damage that results from the use of a cart owned or checked out in their name. Members are further liable for any damage to or loss of carts and must pay all repair costs necessitated by their use of a cart.

7.12 CART OPERATION

- (a) Carts are to carry no more than two (2) riders and two (2) golf bags at any time. Children under six (6) years of age are not permitted to ride on carts.
- (b) Drivers must read the operating instructions on the cart prior to usage and obey such instructions. No one is to operate a cart with a flat tire, or any other mechanical failure that is apparent or observed.
- (c) Carts are to be returned to the staging area. The Member who rents a cart will be fined if a cart is left in the parking lot or any other non-designated area.

7.13 CART ROUTES

Carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide carts. When necessary, carts may be driven to the golf ball only on a ninety degree (90°) angle from the cart path. Carts are not to be driven over sprinkler heads. Cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than thirty (30) yards to any tee, green, bunker, or their respective shoulders.

7.14 MINOR PLAY

(a) Minors must be certified as "A" players by the head golf professional in order to play without being accompanied by a Member parent or guardian.

(b) No child under twelve (12) years of age is permitted to play the golf course unless accompanied by an adult, Member parent or guardian. Children under six (6) years of age are not permitted on the course at any time.

(c) Golf play by Minors may be restricted to designated hours as Management may establish in its sole discretion. Adults have priority over Minors at all times with regard to course availability, with the exception of Management sponsored Minor golf programs.

7.15 GUEST PLAY

(a) No more than four (4) guests per Member are permitted at any time unless approved in advance by Management.

(b) All other rules governing guests' attendance and participation in Club activities apply to golf guest play.

7.16 SUPERVISION OF PLAY

The golf professional, acting under the supervision of the Manager, has responsibility for supervision and control of all matters relating to play on the golf course. The golf professional may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated to starters or marshals.

7.17 REGISTRATION FOR PLAY

All members and their guests must register with the golf shop starters prior to using the golf course.

7.18 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of the Club's golf professional. No charges will be assessed if a scheduled lesson is canceled twenty-four (24) hours or more in advance. If a Member cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Member will be charged the lesson rate then in effect.

ARTICLE VIII SWIMMING POOL

8.1 POOL ACCESS

Management retains the right to reserve the use of the swimming facilities at any time for swim meets, exhibitions, special functions, or any other appropriate purpose. No person may enter the swimming pool area except when the pool is open for use according to the posted schedule or when a lifeguard is on duty. Persons who use the pool in the absence of a lifeguard do so at their own risk. Swimmers must leave the water upon request of a lifeguard.

8.2 REGISTRATION

All Members and guests must register before entering the swimming pool area. Guest fees will be charged for guests using the swimming pool area. Failure to register or to pay guest fees may result in loss of pool privileges and fines charged to the Member.

8.3 CHILDREN

(a) All children under the age of twelve (12) years must be accompanied by a responsible adult at all times when in the pool area. Children under twelve (12) must remain in shallow water unless given permission by the lifeguard to enter deeper water.

(b) No child under the age of eighteen (18) years may use the pool unless a lifeguard is on duty.

(c) The wading pool is for the use of children under eight (8) years of age. Children in the wading pool must be accompanied by a responsible adult at all times.

8.4 ILLNESS, MEDICAL CONDITIONS

(a) Persons are not permitted in the pool if they have a cold, cough, fever, infection of any kind, inflamed eye(s), skin rashes, or are wearing bandages.

(b) Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise the lifeguard of such conditions.

8.5 PROHIBITED ACTIVITIES

(a) Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are not permitted anywhere in the pool area, including the locker rooms. No more than one (1) person is permitted on the diving board at any one time and persons must dive only off the front of the board. Diving is not permitted until after the previous diver has surfaced and moved to the side of the pool. Hanging on the diving board is not permitted.

(b) Snorkels, fins, masks, kickboards, weights, children's pool toys and inflatable devices are not permitted in the pool unless permission is obtained from the pool manager.

(c) Food and beverages may be consumed only in designated areas and may not be taken into the pool or on the pool deck. Glassware is not permitted anywhere in the pool area. Gum chewing is not permitted anywhere in the pool area. All trash is to be placed in the containers provided.

(d) Swimmers must shower to remove suntan oils or lotions before entering the pool. Locker room towels may not be taken into the pool area and lifeguards are instructed to confiscate all such property.

8.6 SWIMMING RULES

All persons using the swimming pool must abide by the pool safety rules as posted in the pool area.

8.7 SUPERVISION OF PLAY

The pool manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the swimming facilities. The pool manager may refuse privileges to anyone who, in his or her judgment, violates the swimming pool rules. Responsibility for such supervision may be delegated to lifeguards. All swimmers must register with the lifeguard before entering the pool.

ARTICLE IX FOOD AND BEVERAGE

9.1 SERVICE HOURS

The service hours of the different food and beverage departments will be published in the Club's newsletter or posted at the Club.

9.2 MEMBER RESTRICTIONS

(a) Members are not permitted in the kitchens or other "back of the house" areas.

(b) Members may not bring food or beverages onto the Club that are not purchased from Management unless the Member has obtained the prior permission of the Manager.

9.3 BANQUETS AND SPECIAL FUNCTIONS

(a) The Director of Sales should be contacted for information and reservations regarding banquets and special functions.

(b) All reservations for banquets and special functions require a deposit payment.

(c) Available dates must be reserved as soon as possible but no later than fourteen (14) working days prior to the available date.

(d) The number of guests attending must be guaranteed seven (7) working days before the function date.

(e) The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting member is required to pay the costs for the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Payment must be made in full in cash or by check no later than the day of the function and may not be charged to a Member's account.

9.4 LIQUOR

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages into the Club for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Management employees may refuse to serve alcoholic beverages to any Member or guest who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

9.5 CANCELLATION POLICY

(a) Management reserves the right to cancel service or change reserved dates at its sole option not less than thirty (30) days prior to the date of a reserved function. In the event of cancellation, Management will refund one hundred percent (100%) of the room reservation deposit.

(b)

The Contract may be cancelled only by written notice to MeadowBrook Country Club, ATTN: Diane Wheatley at P.O. Box 96, Broken Arrow, OK 74013 and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service, at any time sixty (60) days prior to the room rental date. **IF THERE IS A CANCELLATION LESS THAN SIXTY (60) DAYS PRIOR TO YOUR EVENT, YOU WILL BE REQUIRED TO PAY A CANCELLATION FEE IN AN AMOUNT EQUAL TO THE MINIMUM EXPENDITURE, LESS ANY DEPOSITS ALREADY RECEIVED BY US.** At any time during the Term of the Agreement, the Club may elect to terminate the Agreement, with or without cause, by delivering thirty (30) days written notice ("Termination Notice") to the Host. A full refund of all collected deposits will be returned to the Host with the Termination Notice.

(c)

9.6 SUPERVISION OF FOOD AND BEVERAGE AREAS

The food and beverage manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The food and beverage manager may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules, etiquette or dress code. Responsibility for such supervision may be delegated.

ARTICLE X MISCELLANEOUS

10.1 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 Rules. Furthermore, each Member agrees to hold the Owner of the Club, Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules by the Member or his or her family or guests, any use of the Club by the Member or his or her family or guests, or any dispute arising in any manner from membership.

10.2 RELEASE AND DISCLAIMER

While using the Club or participating in Club events, whether at or off the Club, Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Owner of the Club, Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner of the Club, Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of the Club, Management, the Manager and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

10.3 PERSONAL PROPERTY

Each Member and his or her family and guests are responsible for their own personal property. Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of by Management without notice. No bailment is intended, nor created by the preceding sentence.

10.4 LIABILITY FOR DAMAGE OR INJURY

(a) Each Member is responsible for any damage to the Club or property caused by the Member, his or her family members, or guests, and such Member shall promptly reimburse Management for all costs and expenses incurred by Management to repair or replace such damaged facility or property.

(b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Management shall be responsible for such injury or damage. In the event of such injury or damage, the Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.

(c) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. Neither the Owner of the Club or Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct of persons using the golf course. In the event a Member causes such injury, the Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.

(d) Caution must be exercised at all times while wearing cleats.

10.5 RECOVERY OF DAMAGES OR DUES

If Management is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Rules against a Member, the Member agrees he or she shall be responsible for all costs of collection, including without limitation reasonable attorneys' fees, incurred by Management and court costs.

10.6 NO AGENCY

No Member or any other person participating in the activities of any association or committee shall have the authority, express or implied, to act on behalf of or as an agent for the Owner of the Club, Management or Manager.

10.7 ASSOCIATIONS

Members, at their own election, may organize golf or social associations or committees. Management does not assume any responsibility, nor accept or incur any liability, for the activity of any such association or committee. No rules or policies of such associations or committees may be contrary to or conflict with these Rules or the policies established by Management.

10.8 ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates these Rules. The membership application form signed by each Member and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Management. These Rules may be modified, amended, changed, altered or repealed at any time at Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.

10.9 NOTICE

(a) Any notice to be given by Management to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Management as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.

(b) Any notice to be given by a Member to the Club may be mailed or otherwise delivered to Management at that address listed in Section 1.1, or such other address as Management may subsequently designate by notice delivered to the membership as provided for in this Section. Notice to Management is effective upon its receipt by the Management.

10.10 WAIVER

No obligation of a Member shall be deemed to have been waived by Management unless such waiver has been given in writing by Management. Management's failure to strictly enforce these Rules or to fail to act in the event of a breach by a Member of its obligations under these Rules shall not be construed as a waiver of a subsequent breach of the same or different obligation.

10.11 CUMULATIVE REMEDIES.

All of Management's remedies shall be cumulative and no one of them will be exclusive of the other. Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or an equity, whether or not stated in these rules.

10.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST.

Owner and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in these Rules. Upon the conveyance, whether by assignment, sale or other form of transfer of Owner's or Management's interest in the Club and the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

**MEADOWBROOK COUNTRY CLUB
RECEIPT OF RULES AND REGULATIONS**

The undersigned acknowledges having received, read, and understood the current Rules and Regulations of MeadowBrook Country Club. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Management in its sole discretion.

Date: _____

Club Number: _____

Primary Member's Signature:

(Print Name) _____

Alternate Member's Signature:

(Print Name) _____

Corporate Signature:

BY: _____
(Print Name) _____

ITS: _____

Witness to Signature:

(Print Name) _____