

THE GLEN CLUB®

TERMS AND CONDITIONS OF MEMBERSHIP

1. Applications for Membership are subject to the approval of Glenview Golf Course, L.L.C. ("The Glen Club®" and sometimes hereinafter the "Club"), which may accept or reject an Application in its sole discretion. References herein to "Applicant" shall include references to the Member and Designated User(s) as defined in the Club's Membership By-Laws (the "By-Laws"). Unless a different meaning or intent clearly applies in the context herein, capitalized terms shall have the meanings as set forth in the By-Laws.
2. Membership is subject to the By-Laws as the same may be amended from time to time, a current copy of which is attached hereto. Applicant understands that these Terms and Conditions and the By-Laws should be reviewed prior to signing the Application.
3. Applicant hereby acknowledges that the Club has the right, without Applicant's consent, to sell, lease or otherwise dispose of any or all of its interest in the Club's facilities and to assign or transfer its obligations hereunder and under the By-Laws to any successor or assign which shall hereafter acquire title to or a leasehold interest in the Club's facilities. In the event a purchaser or any successor owner assumes the obligations of the Club to the Applicant hereunder and under the By-Laws, the Club shall be released from all liability with respect to the performance thereof.
4. Applicant acknowledges that the Club's Management reserves the right to change the By-Laws, deposits, fees, charges, and Membership privileges without prior notice. Applicant agrees to abide by all rules, regulations, policies and By-Laws promulgated by the Management of the Club and to exercise due care in the protection and maintenance of the Club's property, grounds, and facilities.
5. Applicant agrees to be responsible for payment of any and all dues, fees or charges incurred by the Member, the Designated User(s) and their guests related to the use of the Club's facilities. Applicant agrees that the Member and each Designated User(s) shall be jointly and severally liable for any and all fees, dues, charges and other amount incurred or owed by the Member, the Designated User(s) and their guests. The Club, at its option, may charge interest and/or a late fee on past due accounts at a rate designated by the Club from time to time, which may be up to the highest rate permitted by law. It may be necessary for the Club to obtain a credit report, which the Club reserves the right to approve or disapprove in its sole discretion. Applicant may be asked to attend a meeting with representatives of the Club before the Application is acted upon by the Club. Applicant authorizes the Club and its representatives to contact any of the references listed by Applicant on the application.
6. Applicant agrees to be responsible for the behavior of and any damage caused by the Member, the Designated User(s) and their guests related to the use of the Club's facilities. Applicant understands that the Club, in its sole discretion, may restrict the use of the Club's facilities. Applicant understands that Membership may be suspended or revoked if the rules, regulations, or policies or By-Laws are violated by the Member, the Designated User(s) or their guests.
7. The use of the Club's grounds and facilities by the Member, the Designated User(s) or guests may be restricted or curtailed in the sole discretion of Management, in accordance with the Club's rules and regulations as in effect from time to time, and, in any event, will be subject to the scheduling of tournaments, clinics, and other Club events.
8. **MEMBERSHIP DOES NOT CONFER ANY PROPRIETARY INTEREST IN THE FACILITIES OR ASSETS OF THE CLUB. APPLICANT WILL NOT ACQUIRE ANY NONTERMINABLE RIGHT TO USE THE CLUB'S FACILITIES. MEMBERSHIP IS**

GRANTED SOLELY TO THE MEMBER, AND DESIGNATED USER STATUS IS PERSONAL TO THE DESIGNATED USERS APPROVED BY THE CLUB, AND, EXCEPT AS EXPRESSLY PROVIDED IN THE BY-LAWS, NEITHER MEMBERSHIP NOR DESIGNATED USER STATUS IS TRANSFERABLE, "SALEABLE," OR REFUNDABLE, AND MAY NOT BE PLEDGED OR USED AS COLLATERAL.

9. Applicant hereby agrees that the Club and its employees or agents shall not be liable for any loss or damage arising out of the use of the Club's facilities by the Member, the Designated User(s) or their guests, except those arising as a direct result of the gross negligence or willful misconduct of the Club, or its employees or agents.
10. The Member's Membership Initiation Fee is set forth in the Application. The Member hereby agrees to submit, along with this Application, Fifteen Thousand Dollars (\$15,000) whereupon the amount of its Membership Initiation Fee will not change from the date thereof. The Member's Membership will become effective upon the Member being approved by the Club. Upon the Club's approval of the Member, the Fifteen Thousand Dollars (\$15,000). Membership Initiation Fee becomes non-refundable, except as set forth below. In addition, the Member hereby agrees to pay annual dues per Designated User, which amount is currently (\$8,140) per year and may be changed from time to time in the future as the Club deems appropriate. Members will be billed semiannually for such annual dues.
11. Repayment of any deposits or fees paid by Applicant to the Club shall take place only under the conditions and circumstances described in the By-Laws.
12. A Member may terminate its Membership and the Refundable Portion of the Membership Initiation Fee will be repaid to the Member by the Club (less any unpaid dues, fees, charges or other amounts owed to the Club by Member or its Designated User(s)) only under the conditions and circumstances described in the By-Laws.
13. If the Application is not approved by the Club, the prospective Member's deposit shall be returned to the prospective Member. Applicant waives any and all claims that may arise or accrue to Applicant against the Club because of denial of Membership or Designated User status. Applicant acknowledges that the terms, conditions and information set forth in this Application, including all attachments hereto, constitutes the entire understanding between Applicant and the Club and that there are no other written or oral understandings, promises, or agreements between them or on which Applicant has relied in making this Application.

THE GLEN CLUB®

MEMBERSHIP BY-LAWS

I. PURPOSE

The Glen Clubsm is designed to be a first-class membership club located at The Glen Clubsm golf course facility in Glenview, Illinois. The Glen Clubsm intends to offer its members services and facilities of the highest quality.

Membership is offered in The Glen Clubsm (the “Club”) to corporations, partnerships or other business entities. Applications for Membership are subject to review and approval or disapproval by the Club in its sole and absolute discretion. Membership in the Club will not be denied on the basis of race, color, gender, religion or national origin.

These Membership By-Laws are effective for all new Members joining the Club.

DEFINITIONS

- A. As used in these By-Laws the following terms, unless a different meaning or intent clearly appears in the context, shall have the following meanings:
1. The “Club” means “The Glen Clubsm”.
 2. “Designated User(s)” means the individual(s) designated in writing by the Member who may exercise the Rights of such Member.
 3. “Management” means the professional staff employed by the Owner to operate and manage the affairs of the Club.
 4. “Member” means a business entity with a Corporate Membership given rights to use of the Club facilities under these By-Laws.
 5. “Membership Initiation Fee” means the amount paid by an applicant to become a Member.
 6. “Owner” means Glenview Golf Course, L.L.C., a Delaware limited liability company.
 7. “Refundable Portion of the Membership Initiation Fee” means (i) if a Member terminates its Membership prior to five (5) years after the Member had originally paid in full its Membership Initiation Fee, zero percent (0%) of its Membership Initiation Fee, and (ii) if a Member terminates its Membership five (5) years after the Member had originally paid in full its Membership Initiation Fee, but less than ten (10) years after such date, fifty percent (50%) of Membership Initiation Fee less any unpaid dues, fees or charges owed to the Club by Member or its Designated User(s); and (iii) if a Member terminates its Membership ten (10) years after the Member had originally paid in full its Membership Initiation Fee, but less than fifteen (15) years after such date, seventy-five percent (75%) of Membership Initiation Fee less any unpaid dues, fees or

charges owed to the Club by Member or its Designated User(s); and (iv) if a Member terminates its Membership fifteen (15) years after the Member had originally paid in full its Membership Initiation Fee, one hundred percent (100%) of Membership Initiation Fee less any unpaid dues, fees or charges owed to the Club by Member or its Designated User(s); provided that, with respect to any refund under subsections (ii), (iii) and (iv) below, the Refundable Portion of the Membership Initiation Fee shall not be paid prior to such time as the Club determines that a replacement Member is available for Membership.

8. “Rights” means the privileges given to Members of the Club under these By-Laws.

B. For the purpose of these By-Laws, unless the context shall indicate or require otherwise, words of the singular shall be deemed and construed to include correlative words of the plural and vice versa, and words implying persons shall include individuals, associations and corporations.

II. MEMBERSHIPS

A. As of the date hereof, there is one (1) category of Membership in the Club – Corporate. The Club retains the right in its sole discretion to accept or reject any and all applicants. All invitations to Membership are extended subject to these By-Laws as the same may be amended from time to time by the Club. Acceptance of an invitation to Membership in the Club constitutes the Member’s acceptance and agreement to abide by these By-Laws, as from time to time are in force. Failure of a Member, its Designated User(s) or its guests to adhere to the Club's By-Laws may result in suspension or cancellation of Membership.

B. Each Corporate Golf Memberships is entitled to such number of Designated Users as may have been approved by the Club with respect to such Membership. Accordingly, each invitation to Membership is extended directly to a business entity which shall designate its Designated User(s) of the Membership. In addition, each Membership carries an obligation to pay annual dues, currently Eight Thousand One Hundred Forty dollars (\$8,140) per Designated User, which amount may be changed from time to time, as the Club deems appropriate. Annual dues shall be billed and paid on a semi-annual basis.

C. Any corporation, partnership or business entity may apply to obtain a Corporate Membership in the Club by submitting a written application to the Club on such form as the Club may prescribe and paying the applicable Fifteen Thousand Dollar (\$15,000) deposit to the Club, provided that such application shall be subject to approval by the Club. The holder of a Corporate Membership shall designate in writing the individual(s) who may exercise the privileges of such Membership (the "Designated User(s)"). The holder of such Membership may make only one (1) substitute Designated User designation during any one (1) calendar year without any transfer fee. Any additional changes by a Member as to its Designated User(s) may be subject to a transfer fee that is established by the Club from time to time in such amounts as it deems appropriate. The original Designated User(s) or any substitute Designated User(s) shall be subject to the

Club's approval. The Member and its Designated User(s) shall be jointly and severally liable for any and all fees provided for in the By-Laws and all dues and other charges incurred by the Member, its Designated User(s) and their guests. The Refundable Portion of the Membership Initiation Fee is refundable beginning five (5) years after the Member had originally paid in full its Membership Initiation Fee, provided that the Member has terminated its Membership and the Club determines in its sole discretion a new replacement Member is available for Membership. A Member terminating its Membership prior to five (5) years after the Member had originally paid in full its Membership Initiation Fee is not entitled to a refund of any portion of its Membership Initiation Fee and must continue to pay annual dues pursuant to Article II B hereof.

D.

1. Designated Users of a Corporate Membership, subject to the rules and regulations of the Club as from time to time are in effect:
 - a. may play the golf course without payment of greens fees;
 - b. will be allowed to reserve tee times in advance of the general public;
 - c. on days when the Club is available for play, will have the ability to reserve up to four (4) tee times per day at least thirty (30) days in advance of the selected day of play;
 - d. may bring guests to play the golf course by paying guest and any other applicable user fees;
 - e. will receive charging privileges (such privileges will be subject to standard credit policies, including addition of late charges for past due accounts);
 - f. will have access to the Club's business center and conference rooms on a first-come, first-serve basis;
 - g. may obtain preferred access to other golf courses associated with Kemper Sports Management, Inc.
2. The Corporate Member shall be obligated to pay dues as established by the Club (dues payable with respect to each Designated User), and other fees and charges as may be set from time to time by the Club.

III. REQUEST BY MEMBER FOR TERMINATION OF ITS MEMBERSHIP

A Member may terminate its Membership and the Refundable Portion of the Membership Initiation Fee will be repaid by the Club (less any unpaid dues, fees or charges owed to the Club by Member or its Designated User(s)) only under the following conditions and circumstances:

- A. The Member shall deliver to the Club written request for termination of its Membership and, if applicable, the repayment of the Refundable Portion of the Membership Initiation Fee.
- B. To be entitled to the Refundable Portion of the Membership Initiation Fee, at least five (5) years must have elapsed since the Member had originally paid in full its Membership Initiation Fee. A Member terminating its Membership prior to five (5) years after the Member had originally paid in full its Membership Initiation Fee is not entitled to a refund of any portion of its Membership Initiation Fee and must continue to pay annual dues pursuant to Article II B hereof.
- C. Repayment of the Refundable Portion of the Membership Initiation Fee will be made (on the basis of first terminated, first reissued) only when all Memberships in the Club have been issued and an approved replacement Membership application has been received by the Club.
- D. The amount to be repaid in this circumstance is the Refundable Portion of the Membership Initiation Fee as defined in this Agreement, less any unpaid dues, fees or charges owed to the Club by Member or its Designated User(s).
- E. Upon repayment as described above, the requesting Member's Membership in the Club shall terminate and such Member shall have no further right to use of the Club or its facilities.
- F. During the pendency of any request for termination of Membership and repayment of the Refundable Portion of the Membership Initiation Fee as herein above provided, all Membership dues, charges and fees shall be kept current and fully paid. Otherwise, there shall be no right to repayment of the Refundable Portion of the Membership Initiation Fee.
- G. If during the pendency of any request for termination of Membership and repayment of the Refundable Portion of the Membership Initiation Fee as herein above provided, the Member decides to revoke (or otherwise extend the effective date of) its request for termination of Membership, then it will be charged a fee in an amount that the Club deems appropriate.

IV. RECALL OF MEMBERSHIP

- A. **WITHOUT CAUSE:** The Club reserves the right in its sole discretion to recall any Membership upon repayment to the Member of the Membership Initiation Fee. In such event, any prepaid annual dues would also be returned (prorated to the date of recall). Any and all Membership rights in the Club shall cease upon recall.
- B. **FOR CAUSE:** In the event any Member, its Designated User(s) or guest(s) commits a material violation of these By-Laws or Club rules or regulations as in effect from time to time or other act of misconduct which is reasonably determined by the Club to warrant recall of the Membership of such Member, the Club has the right to recall such Membership for cause. In such event, recall shall be effective upon notice from the Club. In the case of Membership recalls for cause, the Member shall be required to pay any and all unpaid dues or charges

owed to the Club by Member or its Designated User(s) and Member shall forfeit any and all rights to a refund of any portion of its Membership Initiation Fee or its Refundable Portion of the Membership Initiation Fee.

V. RELEASE

In the event of a recall or return of Membership pursuant to these By-Laws, the receipt by a Member of the applicable repayment described herein shall constitute and be a full release by such Member of any and all liability claims, demands, actions or causes of action arising out of, or related to, its Membership with, use of, or the Membership Initiation Fee paid to the Club.

VI. GUEST PRIVILEGES RESTRICTION RIGHTS

Notwithstanding the rights of Member that are granted in these By-Laws to bring guests to the Club, the Club reserves the right to limit such guest privileges from time to time in order to provide Members with priority access to Club facilities and in accordance with the rules and regulations of the Club as are then in effect.

VII. OWNERSHIP

ALL OWNERSHIP OF THE GOLF COURSE AND OTHER CLUB FACILITIES IS VESTED SOLELY IN THE OWNER. MEMBERS DO NOT HAVE ANY OWNERSHIP, PROPRIETARY OR EQUITY RIGHTS OF ANY KIND IN THE CLUB OR ANY OF IT PROPERTIES, FACILITIES OR REVENUES, NOR SHALL MEMBERS HAVE ANY RESPONSIBILITY OR LIABILITY FOR CLUB DEBTS OR OPERATING EXPENSES.

VIII. FEES AND CHARGES

Fees and charges are set by the Management of the Club and may be changed from time to time in its sole discretion. The Club will mail a statement of charges to the Member on or about the 10th day of the following month. These charges are due and payable within ten (10) days after billing. The Club, at its option, may charge interest and/or a late fee on past due accounts at a rate designated by the Club from time to time, which may be up to the highest rate permitted by law. If a Member's account remains unpaid thirty (30) days after billing, the Member may be suspended until its account is made current. During any such period of suspension the Member shall have no rights to use the Club's facilities. In addition, the Club, in its discretion, may offset against the Refundable Portion of the Membership Initiation Fee, overdue fees and charges (including dues) owed by such Member (or its Designated User(s)) to the Club.

IX. CLUB FACILITIES

Membership does not give a Member of the Club the unlimited right to use the Club's facilities at all times. The use of the Club's facilities, including the golf course, may be restricted in accordance with the rules and regulations of the Club as in effect from time to time and at certain times during the year, for example, during tournaments and special events, and for periodic maintenance of the facility as deemed necessary by the Club. Management, in its sole discretion, reserves the right to refuse the use of the Club's facilities to any person.

X. RIGHT OF CLUB TO ASSIGN OR TRANSFER OBLIGATIONS

Notwithstanding any provision herein to the contrary, the Club hereby reserves the right to sell, lease or otherwise dispose of the Club and its facilities and to assign or transfer its obligations to Members hereunder to any successor or assign, which shall hereafter acquire title to or leasehold interest in the Club's facilities. In the event a purchaser assumes the obligations of the Club to the Members hereunder, the Club shall be released from the performance thereof. No consent of any Member shall be required in connection with any such transfer.

XI. AMENDMENTS

These By-Laws may be amended changed, waived and/or added to, in whole or in part, from time to time at the sole discretion of the Owner of the Club. Any rules or regulations governing the day-to-day operation of the golf course or other Club facilities, shall be considered a part of these By-laws and shall apply to Members, their Designated User(s) and their guests as if included herein.

XII. RELATION TO MEMBERSHIP APPLICATION

To the extent any By-law contained herein is, or may be interpreted as inconsistent with the Membership terms, conditions, and disclosures contained in the Application for Membership, the application shall be controlling.

XIII. EFFECTIVE DATE

These By-laws are effective as of April 15, 2004.