



TUMBLE CREEK CLUB®

HONOLULU
MEMBERSHIP AGREEMENT

PERSONAL

Applicant's Name

First

Middle Initial

Last

Social Security Number

Birth Date

Month Date

Year

Applicant's Alma Maters

Spouse's Name

First

Middle Initial

Last

Social Security Number

Birth Date

Month Date

Year

Spouse's Alma Maters

Primary Address

Secondary Address

Telephone Primary

Telephone Secondary

E-mail Address

Fax Number

Anniversary Date

Immediate Family Members: Children under the age of 36, and their spouses and children:

	<u>Name</u>	<u>Birth Date</u>	<u>Charge Privileges</u>	
			Yes	No
1.	_____	_____	Yes	No
2.	_____	_____	Yes	No
3.	_____	_____	Yes	No
4.	_____	_____	Yes	No
5.	_____	_____	Yes	No

Extended family members:

Children not listed above, parents and grandchildren who will have extended family privileges.

	<u>Name</u>	<u>Relationship</u>
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____

OCCUPATION / BUSINESS

Business Name

Title

Business Address

Telephone

Number of Years

Retired

Fax Number

E-mail Address

Website

Spouse's Business Name

Title

Business Address

Telephone

Number of Years

Retired

Fax Number

E-mail Address

Website

I hereby approve/disapprove of having my name, address and phone number listed in the Club Membership Directory.

Preferred Billing Address

Primary

Secondary

Business

Preferred Club Mailing Address

Primary

Secondary

Business

PERSONAL REFERENCES

1. Name

Telephone

Years Known

Address

2. Name

Telephone

Years Known

Address

BANKING RELATIONS

1. Name of Institution

Officer to Contact

Address

Telephone

Fax Number

E-mail Address

2. Name of Institution

Officer to Contact

Address

Telephone

Fax Number

E-mail Address

CLUB REFERENCES

1. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	. Present Member
<hr/>		
Fax	Contact Person	E-mail
<hr/>		
2. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	. Present Member
<hr/>		
Fax	Contact Person	E-mail
<hr/>		
3. Club Name		Type
<hr/>		
Address		
<hr/>		
Telephone	Year Accepted	. Present Member
<hr/>		
Fax	Contact Person	E-mail

I. PURCHASE OF MEMBERSHIP

I, _____ hereby acquire a Honolulu Membership in Tumble Creek Club (the "Club").

<u>MEMBERSHIP DEPOSIT</u>	<u>AMOUNT PAID WITH AGREEMENT</u>	<u>AMOUNT OWED</u>
\$ _____	\$ _____	\$ _____

I hereby agree to pay to the Club the membership deposit, including any applicable sales tax, or other taxes.

II. PAYMENT OF DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues, including any applicable sales tax, or other taxes, for the Honolulu Membership category. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

[Check appropriate box below. Credit card information must be completed regardless of option chosen.]

Credit Card Authorization. I hereby request that all dues, fees and charges be billed to my credit card listed below and hereby authorize such billing.

I certify that the below listed card is issued to me and agree that all disputes on my credit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to keep a valid approved credit card on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card company.

Credit Card Type _____

Credit Card Number _____

Exp. Date _____

Cardholder Signature _____

Club Account. I hereby request that all dues, fees and charges be billed to me through the club account.

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations. I further understand that if I fail to pay any club account by the end of the month in which the statement is delivered, that the Club shall have the right to charge my credit card on file with the Club for the delinquent amount, including any late payment charges.

III. REFUND OF MEMBERSHIP DEPOSIT

The membership deposit paid by a member will be refunded, without interest, by the Club to the member 30 years after the date the membership is issued by the Club if the member does not resign within 30 years.

If a Honolulu Member resigns prior to the end of the 30-year period, the member will be refunded an amount equal to the lesser of: (i) the membership deposit paid by the member, without interest, or (ii) the then current membership deposit charged by the Club to a new member acquiring the membership, after reissuance of the resigned membership to the new member, in accordance with the "Transfer of Membership" section of the Membership Plan. The difference between the membership deposit previously paid and the amount refunded, if any, will be refunded 30 years after the date the membership is issued by the Club.

The obligation to repay the membership deposit shall be subject to set-off for all amounts due under the Tumble Creek Club Membership Plan and Rules and Regulations which remain unpaid upon the repayment of the membership deposit. The membership deposit may be prepaid in whole or in part at any time without penalty or premium.

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Company referred to below or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and the Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to modify the Membership Plan and the Rules and Regulations, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue or modify any type or category or class of membership, to increase or decrease the number of memberships that can be issued depending on usage and play patterns, to recall any membership at any time for any or no reason whatsoever, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. Notwithstanding anything to the contrary, the Club may not change a member's right to a refund of the membership deposit or the right to arrange for the membership to be transferred by the Club to the subsequent purchaser of his or her residence or homesite in accordance with the "Transfer of Membership" section of the Membership Plan.

In the event of recall of a membership, the Club will refund the membership deposit to the affected member(s) within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate membership deposit, as provided herein and in the Membership Plan, the undersigned shall look solely to the new owner for repayment of the membership deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, other than a foreclosure sale, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan. Neither the Company nor its affiliates shall have any liability whatsoever to the members in the event the Club Facilities are not constructed other than the return of the member's membership deposit, without interest.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and indemnify Tumble Creek Club, LLC (the "Company") doing business as the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

V. CONVERSION TO EQUITY MEMBERSHIP PROGRAM

I acknowledge that the Club may be converted to an equity member-owned club in accordance with the provisions of the Membership Plan. If and when the Club is converted to an equity member-owned club, I may acquire an equity Honolulu Membership during the initial offering period of equity memberships which will not be less than 60 days, for the following additional payment:

ADDITIONAL AMOUNT DUE
AT CONVERSION FOR
EQUITY MEMBERSHIP

\$4,000

The conversion amount will be increased each year after January 1, 2006 by the percentage increase, if any, in the Consumer Price Index all items, Seattle, Washington until the Club is converted to an equity club, if such conversion occurs.

Upon resignation of the equity membership by the member and reissuance of the membership to a successor member who has paid the required membership contribution, the member shall be entitled to receive an amount equal to eighty percent (80%) of the amount of the membership contribution then required to be paid for an equity membership in the category in question. Any amount that the resigned member owes the Club will be deducted from the amount to be paid to the resigned member.

I acknowledge that the conversion of the Club to an equity member-owned club will eliminate the obligation of the Club to refund the membership deposit as hereinabove provided should I choose to convert to an equity membership.

I understand that if I choose not to convert to equity membership, I may continue my membership privileges as a non-equity member in the same category of membership in accordance with the Plan for the Offering of Equity Memberships and Rules and Regulations. However, I further understand and acknowledge that if I do not convert my membership can be recalled at any time upon refund of the membership deposit I previously paid. I also acknowledge that in the event the subsequent purchaser of my residence or homesite in the Tumble Creek community desires a membership, the subsequent purchaser must acquire an equity membership. The subsequent purchaser is guaranteed the availability of an equity Honolulu Membership for a period of 30 days after the date of resignation. The subsequent purchaser must be approved for membership and pay the required membership contribution for the equity Honolulu Membership.

Further, if I do not convert to equity membership and my membership has not yet been recalled, the membership deposit will be refunded at the earlier of: (i) 30 years after the date the membership is issued by the Club; or (ii) after resignation of my membership and sale of a new equity Honolulu Membership, on the same basis as stated in the Membership Plan with respect to the resignation and reissuance of non-equity memberships, with a wait list of both equity and non-equity memberships.

VI. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of the Tumble Creek Club Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington without giving effect to principles of conflicts of law.

If the member is married, the signatures of both spouses are required.

An Addendum to this Agreement is/ is not attached.

Dated: _____

Primary Applicant's Signature: _____

Printed Name: _____

Dated: _____

Primary Applicant's Signature: _____

Printed Name: _____

This Membership Agreement shall not be binding on the Club until the acceptance below is signed by the Club.

ACCEPTED FOR MEMBERSHIP BY TUMBLE CREEK CLUB

TUMBLE CREEK GOLF, LLC,
a Washington limited liability company
d/b/a Tumble Creek Club

By: NEW SUNCADIA, LLC,
a Delaware limited liability company
Its Managing Member

By: Suncadia Operating Member, LLC
a Delaware limited liability company
Its Managing Member

By: LDD Suncadia Manager, Inc.
a Delaware corporation
Its Manager

By _____

Name: _____

Its: _____

By _____

Name: _____

Its: _____

Tumble Creek Club
851 Honolulu Drive
Cle Elum, Wa 98922
509.649.6481