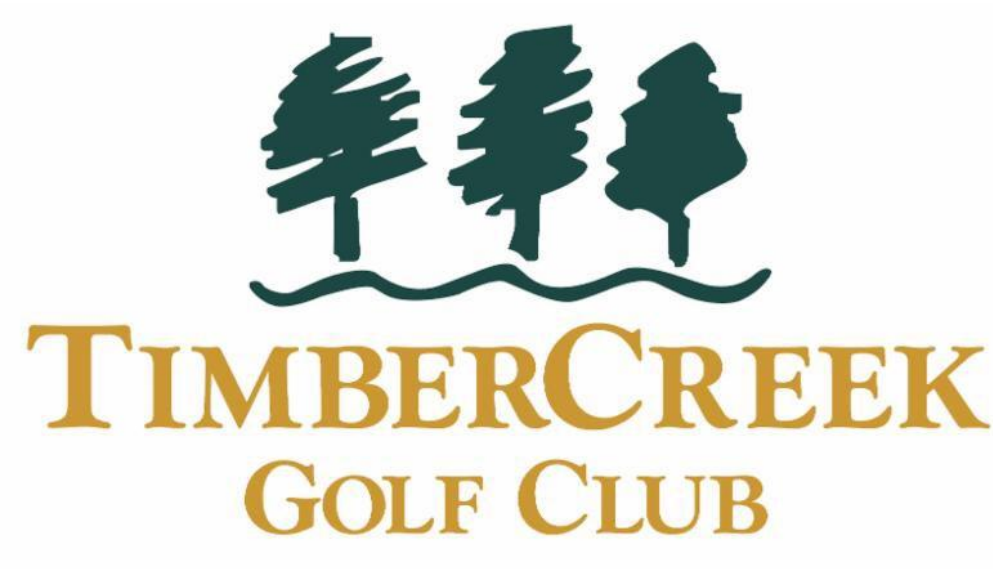


TimberCreek Golf Club
MEMBERSHIP POLICY & CLUB RULES

TimberCreek Golf Club

MEMBERSHIP POLICY

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TIMBERCREEK GOLF CLUB
MEMBERSHIP POLICY
(these "Membership Policy")

ARTICLE I GENERAL

SECTION 1.1 NAME, ADDRESS & CLUB FACILITIES

(a) The name of this club is TimberCreek Golf Club (the "Club"). The address of the Club is 9650 TimberCreek Blvd., Daphne, AL 36527.

(b) The facilities of the Club (collectively, the "Club Facilities") consist of the following as they may be amended, modified or changed, at the discretion of Management (as defined in Section 1.2 below):

- A 27-hole championship golf course
- A driving range and golf practice area
- Clubhouse facilities, offering casual dining, banquet space, outdoor dining, and a golf shop
- All equipment and amenities associated with any of the foregoing.

SECTION 1.2 OWNERSHIP & MANAGEMENT OF TIMBERCREEK GOLF CLUB

The Club is a business owned by TimberCreek Holding Company, LLC ("Club"), operated as a for-profit business by Club.

SECTION 1.3 THE MANAGEMENT

The Club shall be managed by Bloom Golf Management, LLC, a Mississippi limited liability company (the "Manager"). The Manager has authority over the Club and the Club Facilities.

ARTICLE II MEMBERSHIP

SECTION 2.1 MEMBERSHIP CLASSES

Those accepted for membership in the Club (herein called "Members" and each, a "Member") shall have a nonexclusive, revocable license to use the Club Facilities in accordance with the terms and conditions of the Member's membership classification as outlined in these Rules, as they may be amended at the discretion of Management, and any other rule or regulation in effect from time to time with respect to the Club Facilities. The membership of the Club shall initially consist of the membership classes set forth below and such other classes as Club may establish from time to time. Membership in the Club is a limited revocable license in favor of a Member, which can be revoked at any time by Club, to use the Club Facilities to which a Member has access based on the applicable class of Membership.

SECTION 2.2 PLATINUM INDIVIDUAL MEMBERSHIP

A Platinum Individual Membership ("Individual") in the Club entitles an individual Member in this class to the use of all the Club Facilities and all privileges offered to Members by the Club. Platinum Individual Membership includes full golf privileges and benefits for one person. That person may have a spouse on the membership for benefits excluding golf. The non-golfing spouse will be able to be connected to the charge account. PLATINUM INDIVIDUAL INCLUDES - Unlimited green fees with reservations, preferred tee times with 30 day booking window, unlimited golf car rental or trail fee, unlimited driving range, access to member only events, access and discounts to club hosted golf events, early reservation booking, 10% discount on non-sale golf shop merchandise, discounted guest green fees, and member charge account with auto draft.

SECTION 2.3 PLATINUM FAMILY MEMBERSHIP

A Platinum Family Membership ("Family") in the Club entitles Members in this class to the use of all the Club Facilities and all privileges offered to Members by the Club. A Family Platinum Membership includes the primary member, their spouse, and eligible children (3.1 (c)). PLATINUM FAMILY MEMBERSHIP INCLUDES - Unlimited green fees with reservations, preferred tee times with 30 day booking window, unlimited golf car rental or trail fee, unlimited driving range, access to member only events, access and discounts to club hosted golf events, early reservation booking, 10% discount on non-sale golf shop merchandise, discounted guest green fees, and member charge account with auto draft.

SECTION 2.4 SOCIAL MEMBERSHIP

A Social Membership ("Social Membership") entitles a Member, their Spouse, and Children to use the Club Facilities and all privileges offered by the Club, except those pertaining to golf. SOCIAL INCLUDES - access to member only events, early reservation booking, 10% discount on food purchases, 10% discount on non-sale golf shop merchandise, Limited Social Member/guest green fees at the Cardholder Guest Fee (up to 5 times per year), and a member charge account with auto draft. A Social Member who plays some golf but not enough to justify a full golf membership can also be a Creek Cardholder.

SECTION 2.5 YOUTH MEMBERSHIP

A Youth Membership ("Youth") entitles a Member in this class to the use of all the Club Facilities and all privileges offered to Members by the Club. YOUTH INCLUDES - Green fees available Monday – Thursday with reservations, Green Fees available Friday – Sunday after 1:00PM, preferred tee times with 30 day booking window, unlimited driving range, 10% discount on non-sale golf shop merchandise, discounted guest green fees, and member charge account with auto draft.

SECTION 2.6 CORPORATE MEMBERSHIP

A Corporate Membership ("Corporate Membership") entitles a Member in the class ("Corporate Member") to the option of Corporate Individual or Corporate Family. CORPORATE - Must include a

minimum of 5 individuals/families who work for the same company. Corporate member charge accounts can be set up to charge to the company or to the Corporate Member. CORPORATE MEMBERSHIP INCLUDES - Unlimited green fees with reservations, preferred tee times with 30 day booking window, unlimited golf car rental or trail fee, unlimited driving range, access to member only events, access and discounts to club hosted golf events, early reservation booking, 10% discount on non-sale golf shop merchandise, discounted guest green fees, and member charge account with auto draft. The pricing for Corporate Membership initiation and dues is determined at Management's discretion and will be based on the number of members of each Corporate Membership.

SECTION 2.7 CONTROL OF MEMBERSHIP CLASSES

The total number of memberships and the privileges accorded each class shall be determined by Club, and Club shall have the authority to establish, modify, close, or discontinue any class of membership and any category as Management may determine. Club shall at Management's discretion establish or modify initiation fees, dues, charges, periodic economic incentives, privileges, and restrictions applicable to each class of membership.

ARTICLE III MEMBERSHIP POLICIES AND TRANSFERS

SECTION 3.1 PLATINUM FAMILY MEMBERSHIP DETERMINATION

(a) A Member who has a current lawful spouse under the laws of the State of Alabama and the spouse wants full golf and benefits of the membership.

(b) An unmarried Member who has a non-family adult who lives in the same household with the designating Member and the person wants full golf privileges and benefits, is considered a family unit.

(c) A Family Member's unmarried children under the age of eighteen (18) years old who reside in the Member's residence, and a Member's unmarried children under the age of twenty-five (25) years who are attending college full time or serving in the US Military on a full-time basis, are entitled to the same privileges as their Member parent subject to limitations set forth herein. Club privileges shall automatically terminate for children upon attaining age 18 unless they are a full time student or active duty military. Supporting documentation may be requested.

(f) The enjoyment of family privileges by any person entitled thereto pursuant to this Section is subject to the terms, conditions and restrictions of these Rules, the Club Rules and any other rules as may be adopted by Club. The Member shall be responsible for the charges and actions of the Member's spouse, children, designee, family members and guests and for their adherence to the provisions of these Rules and the Club Rules. Any violation of the provisions of these Rules or the Club Rules by the Member's spouse, children, designee, family members or guests, shall be grounds for disciplinary action by Club as to the Member and those enjoying membership privileges through the Member. Use of the Club Facilities by guests of Members

shall be subject to such limitations and restrictions as may be set forth in a guest policy to be established and enforced by Club.

(g) An Individual Member is simply one individual person. That person can be married but their Spouse or Additional Family Members will not receive any benefits of their membership. For them to receive benefits of membership they will need to upgrade to a Family Platinum Membership or add a Social Membership.

SECTION 3.2 TERMINATION FROM MEMBERSHIP

All memberships will renew automatically on the day and month of the start date of the membership. To terminate membership, a member must provide a termination letter 30 days prior to renewal. This policy continues indefinitely. Termination in the first 12 months is not allowed.

SECTION 3.3 DEATH OF MEMBER

(a) In the event of a Member's death, the heirs, successors, assigns, and estate of the Member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred by the Member in any manner set forth herein until the date of the Member's death.

(b) All memberships (other than Corporate Memberships issued to Corporate Applicants that are not sole proprietorships) in any class of Club membership shall terminate upon the death of the Member unless, within 90 days of the date of the Member's death, the Member's surviving spouse gives written notice to Club of the spouse's desire to continue the Club membership in the class of membership held by the deceased Member. To be eligible for this option, the membership held by the deceased Member must have been in continuously good standing for the term of the membership. Notwithstanding the foregoing, in the event that the surviving spouse is listed on the deceased Member's membership application, the surviving spouse may continue the Club membership without the necessity of completing a current proposal form. The death of the Member and the continued use of the membership by the surviving spouse in accordance herewith shall not be deemed a transfer of the membership in violation of the provisions of these Rules.

SECTION 3.4 TRANSFER

Transferability in all membership classes is not allowed.

SECTION 3.5 ASSIGNMENT PROHIBITED

No Member may sell, transfer, assign, pledge, hypothecate or otherwise encumber a Club membership, whether voluntary or involuntary. Any such action shall be null and void and will terminate immediately upon any attempt to do so, automatically result in forfeiture of the membership to the Club.

SECTION 3.6 CHANGES IN MEMBERSHIP CLASSIFICATION

A Club membership may be changed in classification upon a written request made with not less than thirty (30) days prior written notice to Club and may not be requested again for at least 12 months following any permitted change unless otherwise approved by Club. Any request for a change in Club membership classification is subject to: (i) the approval of Club, (ii) the availability of openings in the applicable class of Club membership to which the Member desires the membership to be changed, which availability is determined by Club, and (iii) the payment of such fees and charges for any such change in membership class that is then applicable as determined by Club. In no event or circumstance will any Member be entitled to a refund of any portion of the Initiation Fee previously paid by such Member for such Club membership as a result of a request, or the granting of a request, for a change of class of membership initially granted to a new class of membership which new class permits access to the Club Facilities on a basis that is more limited than the initial class of Club membership held by the applicable Member.

SECTION 3.7 MEMBER HOLDER DISPUTES

With regard to any claim or dispute about the holder of a Club membership, Club shall be entitled to rely on the membership application and holder of the Club membership shall be deemed to be in the name of the person listed on the application. Club will not become involved in any dispute concerning the holder or issuance of a Club membership and does not have any liability or responsibility for the resolution of such disputes.

ARTICLE IV MEMBERSHIP SELECTION

SECTION 4.1 ADMISSIONS

Admission to the Club must be approved by the Manager. No person failing to gain approval shall be again considered for membership until after the expiration of one (1) year from the time of such action. A person qualified for membership shall become a Member after (1) submitting a membership agreement, including an agreement to abide at all times by these Rules and the Club Rules, as then enacted or thereafter amended or modified; (2) submitting a membership application; (3) formal approval of the Member by Manager; and (4) payment of the Initiation Fee and any other initial dues related to the applicable membership at the time of their election to the Club.

ARTICLE V GENERAL CONDITIONS OF MEMBERSHIP

SECTION 5.1 HOUSE AND GROUND RULES

Club may establish house and ground rules (the "Club Rules") for the use of the Club and the Club Facilities and for the conduct and attire required of Members while using the Club and the Club Facilities. The Club Rules may be amended by Club at any time, and at Management's discretion,

and shall become effective immediately upon the posting of a copy thereof, together with any amendment thereto, in a conspicuous place at the Club, or upon publication in the Club's newsletter.

SECTION 5.2 NO OWNERSHIP OR EQUITY RIGHTS

The Club is not an equity club, and no Member shall, by virtue of a Club membership, be an owner or partner of the Club or have any ownership or equity right or interest in the Club, the Club Facilities or any of the assets of the Club, or in any personal property owned, leased or utilized in connection with the Club. No Member shall have the right to any accounting or share in, or designate the use of, the revenues, receipts, income or profits realized from the operation, sale or financing of the Club or the assets a part thereof. Members are not liable for the debts or other obligations of the Club or Club, past, present, or future. No Member shall have any right to determine any management policies or procedures for the Club operations. Acceptance of a membership in the Club constitutes acceptance and agreement by the Member and such Member's spouse, children, designees, family members and guests to abide by these Rules, the Club Rules and such additional rules and regulations promulgated from time to time by Club, as they may be adopted or amended from time to time by Club.

SECTION 5.3 FINANCIAL RESPONSIBILITY

Each Member shall be legally and financially responsible for the Member's acts and omissions as well as those of such Member's spouse, children, designees, family members and guests. Further, each Member shall expressly be financially responsible to timely pay for all charges or other indebtedness incurred by the Member and the Member's spouse, children, designees, family members and guests.

SECTION 5.4 DIVORCE

In the event a Club membership of any class is held by a married couple and the couple thereafter becomes legally separated or divorced, the membership shall be listed in the name of, and all rights, benefits, and obligations of the Club membership shall be determined by the Club to be held by, only one (1) spouse as set forth in the separation agreement or divorce decree recognized as legal and binding in the State of Alabama. The other spouse shall no longer be considered to have any membership rights in the Club by virtue of such membership. The membership in any class is not divisible. In the absence of a written agreement or divorce decree setting forth the spouse entitled to the membership, the membership shall continue in the name of the applicant set forth on the membership application. If both spouses are listed on the membership application, Club may determine that one of the spouses is to be designated as the Member. In such event, all Club privileges, rights, benefits, and obligations of membership shall be deemed to be held by the spouse designated by Club as the Member to the exclusion of the other spouse. During the pendency of divorce or separation, Club can suspend charging privileges of the membership of the divorcing Member and spouse.

SECTION 5.5 LIABILITY FOR INJURIES

Each Member expressly agrees that all use of the Club Facilities is undertaken by the Member and the Member's spouse, children, designees, family members and guests at their sole risk. Each Member and each person using the Club Facilities through the Member's membership further agrees that none of the Club, the Manager or any of their respective affiliates, shareholders, partners, members, directors, officers, agents or employees, is liable for any injuries or damages to any Member or the Member's spouse, children, designees, family members or guests, and is not subject to any claims or demands whatsoever, relating to operation of the Club or the use and/or operation of the Club Facilities, including, without limitation, those claims or demands resulting from acts or omissions of active or passive negligence on the part of Club, the Club, the Manager or any of their respective affiliates, shareholders, partners, members, directors, officers, agents, or employees. In consideration of the grant of the privileges herein described, each Member, and on behalf of spouse, children, designees, family members, guests, executors, administrators, heirs, assigns, and successors, does hereby expressly forever release, discharge and specifically agrees to indemnify and hold harmless the Club, the Manager and all their respective affiliates, shareholders, partners, members, directors, officers, employees, agents, assigns, legal representatives, and successors from all claims, demands, injuries, damages, actions, or causes of action (a) arising from any person entering upon the Club premises for any reason by virtue of the Member's membership, or (b) arising from the use of the Club premises or the Club Facilities by the Member or any person entering upon the Club premises or Club Facilities by virtue of the Member's membership.

SECTION 5.6 PERSONAL PROPERTY

Each Member understands that because of the number of guests granted access to the Club property, it is impossible to guarantee the security of personal property. Each Member agrees to take precautions against theft and not to encourage theft by failing to properly secure all articles belonging to Member or the Member's spouse, children, family members, designees and guests, brought on the Club property or in the Club Facilities. Each Member agrees that none of the Club, or the Manager, or any other person or entity is responsible or liable to the Member or the Member's spouse, children, family member, designee or guests for articles damaged, lost, or stolen in or about the Club premises or the Club Facilities, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided by the Club are offered as a convenience to the Members and none of the Club, Club, the Manager or any other person or entity represents or warrants that the lockers or storage facilities are safe and secure, nor guarantees that any items placed therein are or will be secure.

SECTION 5.7 AVAILABILITY OF CLUB FACILITIES

(a) The obligation to pay dues is not dependent on the availability of all or any portion of the Club Facilities or the frequency of use of the Club Facilities. Repair and maintenance of Club Facilities and/or other occurrences may make it desirable for Club to change hours of use or restrict the use of all or a portion of the Club Facilities or to close all or a portion of the Club temporarily. Club will not reduce or suspend dues during the time when the Club Facilities, in whole or in part, are not available for use by Members, and Members will not be entitled to any

reduction in the current payable dues for the applicable class of Club membership. Club is entitled to and reserves the right to close the Club Facilities to Club Members in order to hold golf tournaments and other events at such times and with such frequency as Club determines.

(b) Club reserves the right (i) to continue or modify operation of any or all of the Club Facilities including but not limited to, hours of operation; (ii) to sell or otherwise dispose of the Club, the Club Facilities or any part thereof; and (iii) to make any other changes in the terms and conditions of Club membership or the Club Facilities available for use by Members. Use of the Club Facilities may be restricted or reserved from time to time as determined by Club, and Club may extend privileges of the Club and the right to use the Club Facilities to such other persons upon such terms and conditions as Club may from time to time establish.

ARTICLE VI FINANCIAL OBLIGATIONS

SECTION 6.1 INITIATION FEES

Club shall have the right to determine the amount (and amend, including increases, from time to time) of the initiation fee (the "Initiation Fee") paid by an applicant for each Family and category of membership in the Club as a condition to granting membership in the Club. All Initiation Fees paid for Club membership are due and payable in full upon election and non-refundable except as specifically set forth herein.

SECTION 6.2 DUES AND ASSESSMENTS

Each Member shall pay monthly, in advance, the then current amount of dues for the Member's Family and category of membership. Club shall have the right to establish (and amend, including increases, from time to time) the dues for each category of Club membership. The Club agrees not to increase dues during the initial 12-month of a membership agreement and will give 60-day notice for any dues increase. This will allow members to resign before the increase takes place if they choose.

SECTION 6.3 INVOICES; LATE CHARGES

Member agrees to pay all Membership Fees due on the 5th of each month by an automatic draft from a credit card or ACH or by the 15th if the member selects to pay by check. The Club will email a statement to every member on the 1st day of each month. It is the Member's responsibility to make sure they receive a statement; the club will not mail statements (there are a few exceptions to this). Member understands that delinquency in paying any amounts due will result in a $100 late penalty on the 20thth of the month. The monthly late fee will continue on the 20th of each month until the account is brought current. Further measures for Member delinquency will be at the Club's discretion and will include but are not limited to suspension or termination of membership privileges, and expulsion from membership in the Club. Member further agrees that if Member is delinquent in paying any amounts due, Club shall be entitled to recover from Member late charges, and all costs and expenses which Club reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.

SECTION 6.4 RECOVERY OF DAMAGES OR DUES

If Club 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 shall be responsible for all costs of collection, reasonable attorney's fees incurred by the Club and all court costs.

ARTICLE VII DISCIPLINARY ACTION

SECTION 7.1 GROUNDS

Club shall have power to reprimand, suspend, expel, or otherwise discipline any Member for committing any violation of these Rules or the Club Rules; or for disruptive conduct or conduct unbecoming a Member; or for any action taken which Club believes to be against the best interests of the Club; or for other cause determined by Club. In the event of the exercise by Club of any right under this Article VII, or any of the subsections thereof, no Member or any other person shall have any right of appeal or hearing of any nature whatsoever. The expulsion or suspension of a Member's membership or the termination of a Member's membership does not entitle the Member to a hearing, review, appeal, or grievance of any kind, type or nature nor act as a release, waiver or forgiveness of any amount owed to Club.

SECTION 7.2 DELINQUENT ACCOUNTS

When Club determines that the balance of any Member account becomes past due, Club may post within the Club the name of the Member and the fact that such Member is past due. In the event that such Member's name is posted as a past due account, Club shall have the discretion as to when to remove such posting, regardless of payment of the past due account, and Club shall have no liability as to the posting of the Member's name nor for timing of the removal of the posting. When the account of any Member of the Club shall remain unpaid after the twentieth (20th) day of the month in which the invoice therefore is received, notice thereof shall be sent to the Member and the Member's credit and use of the Club by the applicable Member, as well as the Member's spouse, designee, children, family members and guests, shall be suspended indefinitely. Such notice of suspension may be included with the statement of account mailed to Member or sent separately. If payment is not made within thirty (30) days after depositing the notice in the mail, the membership may be terminated by Club without further notice or action by Club. A membership terminated for nonpayment may be reinstated only with the approval of Club and upon such terms as the Club may determine.

SECTION 7.3 RETURNED CHECKS

All Members shall be charged an additional fifty dollars ($50.00) on their statement for each check returned by the Member's bank for any reason.

SECTION 7.4 NOTIFICATION OF SUSPENSION OR EXPULSION

In the event of suspension or expulsion, the Member's membership in the Club is suspended or terminated and Member shall be notified by Club. Notice by any means directed to the Member's last known address based on the records of the Club shall be sufficient. Suspension or expulsion does not entitle the Member to a hearing or appeal of any type or nature. Such notice of suspension or expulsion may be included with the statement of account mailed to the Member or sent separately.

SECTION 7.5 CONSEQUENCES OF SUSPENSION OR EXPULSION

In the event a Member is expelled or temporarily suspended from the Club, such Member, and any other person (i.e., the Member's spouse, designee or children) who would also be entitled to the privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is obtained by such other persons) or temporarily barred during the period of suspension, as the case may be, from admittance to the Club and the Club Facilities, both under the Member's own membership and as a guest of another Member. A suspended Member will not be required to pay dues for the period of suspension but must still timely pay all dues owing for non-suspension periods and all charges incurred.

SECTION 7.6 EXAMPLES OF CONDUCT THAT COULD "CAUSE" SUSPENSION OR EXPULSION

The following examples of conduct that could "cause" suspension or expulsion shall include, but not be limited to:

(a) Use of the club's mailing list for personal or professional gain;

(b) Using one's membership to influence club staff in the purchase of supplies or services of the club;

(c) Disruptive or disorderly conduct at the club;

(d) Conduct either inside or outside the club that could endanger the good order, welfare or character of the Club;

(e) Deliberate abuse of any item of Club property;

(f) Being deemed financially irresponsible for repeated delinquencies or related incidences regarding payment of club dues and services;

(g) Willful violation of these membership rules and the related House and Grounds Rules.

ARTICLE VIII MEMBERSHIP MEETINGS

SECTION 8.1 PURPOSE

Special meetings of the Members of the Club may be called at any time by Club to facilitate dissemination of membership information.

SECTION 8.2 NOTICE

The call of the meeting shall set forth the purpose of the meeting, and a notice thereof shall be emailed to each Member at least ten (10) days prior to the time of such meeting. No other business than that specified in the call or notice shall be considered or transacted at the meeting unless agreed to by Club.

ARTICLE IX COMMITTEES

SECTION 9.1 COMMITTEES

Club may, but is not obligated to, appoint at Management's discretion and at any time, such advisory committees as Club deems appropriate to advise and counsel with Club. In the event Club elects to appoint or establish any advisory committees, such advisory committee may include, but need not be limited to, a member from each of the following organizations: (i) Golf Association, and (ii) such other organizations as Club determines,. Upon request by Club, each advisory committee shall provide advice and counsel on such matters as may be requested by Club. Notwithstanding the foregoing, no advisory committee shall have the right or power to direct, manage, supervise or control the management or affairs of the Club.

SECTION 9.2 ADMINISTRATION

Manager may remove any member of any advisory committee at any time, with or without cause. Vacancies occurring on any advisory committee due to death, resignation, removal, or any other reason shall be filled by appointment by Club. Club may at Management's discretion, and at any time, appoint, establish, discontinue, disband, discontinue or modify any boards, committees, or other organizations, as deemed necessary by Club in connection with the Club and Club operations.

ARTICLE X MISCELLANEOUS

SECTION 10.1 NOTICES

Except where otherwise clearly specified herein, whenever any communication is required or permitted to be given to a Member under these Rules, it shall be given in writing and shall be personally delivered or sent by United States mail, postage fully prepaid, addressed to such Member's last known address on file with the Club. Any notice, statement, billing or other communications sent shall be deemed to have been given and received at the time of personal delivery, or if mailed, on the third day following the date of its deposit in the United States mail. Any

notice required to be given by a Member to the Club or Club shall be given in writing and shall be personally delivered or sent by certified mail, return receipt requested, through the United States Postal Service, postage fully prepaid, addressed to the attention of the Manager (or other office or person specified in these Rules) at the Club's address at 9650 TimberCreek Boulevard, Daphne, AL 36527. Notice to Club is effective upon receipt by Club.

SECTION 10.2 AMENDMENTS TO RULES; INTERPRETATION

Club shall have the unilateral right, without notice, to adopt new Rules and amend these Rules at any time and at Management's discretion. Any disputes or ambiguities regarding the interpretation of these Rules shall be resolved by Club. The exercise of any right, power, privilege, or authority that may be exercised by Club pursuant to these Rules, and any determination, approval or other action that may be taken by Club pursuant to these Rules, may be exercised or taken at the sole and absolute discretion of Club.

IN WITNESS WHEREOF, these Rules have been executed and approved by Club and are to be effective as of the 28st day of October, 2025.

BY: Russ Bloom
Russ Bloom, President – Bloom Golf Management

ITS: MANAGER - TIMBERCREEK HOLDING COMPANY, LLC, DBA TIMBERCREEK GOLF CLUB

TIMBERCREEK GOLF CLUB
CLUB RULES

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TIMBERCREEK GOLF CLUB
CLUB RULES
(these "Club Rules")

ARTICLE I OPERATIONS

SECTION 1.1 HOURS OF OPERATION

The schedule of operation for the entire Club will be posted on the Club website and in the clubhouse but is subject to change. The schedule of operation is also subject to change due to weather conditions. The entire Club, including the golf course, is closed Christmas Day.

SECTION 1.2 CHARGING PRIVILEGES

Purchases of merchandise, food and beverages and other services will be charged to the member's account. Management reserves the right to suspend or place limits upon a member's charging privileges. A member may specify the eligible family members who will be authorized to make charges to the member's account.

SECTION 1.3 MINORS

(a) For the purpose of these Club Rules, a minor is defined as an unmarried child who is under the age of eighteen (18) or under the age of twenty-five (25) if they reside in the member's residence, and is attending college on a full-time basis or serving in the United States Military Services.

(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 Club Rules or policies by minors, restrictions may be imposed on the member's use of the Club facilities.

(c) Management, at its sole discretion, reserves the right to limit the use of Club facilities by minors. Please refer to Section 2.14.

(d) Alcoholic beverages may not be sold to or served to any person under the age of twenty-one

(e) Minors under the age of twelve (12) are not permitted in the restaurant unless accompanied by a parent and persons under 21 years of age are not permitted to be seated at the bar at any time.

SECTION 1.4 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.

SECTION 1.5 RULES AND ETIQUETTE OF PLAY

Depending upon the activity, members, member's family, and guests, as applicable, are required to familiarize themselves with the rules and etiquette of golf, as outlined in the United States Golf Association (USGA) handbook. These handbooks are available for review in the golf shop. Failure to abide by USGA rules is considered a violation of these Club Rules.

SECTION 1.6 CELL PHONE USAGE

To preserve the integrity of the Club and out of respect for Members and their guests, the use of cellular phones in any public areas of the Club can be prohibited if the user is not respectful of other Members. Any unreasonable noise from the user, a ringer or from a speaker will be strictly prohibited.

SECTION 1.7 SUPERVISION OF PLAY

The golf professionals have the responsibility of supervision and control of all matters relating to play on the golf course. Golf course access may be refused to anyone who, in the judgment of the staff, violates the rules of play, etiquette or dress code.

SECTION 1.8 REGISTRATION FOR PLAY

All members and their guests must make a tee time to play golf.

SECTION 1.9 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the responsible Club employee.

SECTION 1.10 CLUB EMPLOYEES

Assignments made to and supervision of Club employees is the sole responsibility of Management. Members or their guests must not reprimand or send Club employees off the property for any reason.

SECTION 1.11 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of the applicable Club professional for a fee. No charges will be assessed if a scheduled lesson is cancelled twenty-four (24) hours or more in advance. If a lesson is cancelled less than 24 hours in advance, or the member fails to appear for a scheduled lesson, the member will be charged the applicable lesson rate.

SECTION 1.12 DRESS CODE

(a) DRESS CODE POLICY: At TimberCreek Golf Club, we are committed to providing a high-quality experience across our golf course, clubhouse, and all amenities. Our dress code is designed to uphold the standards of excellence our guests expect while allowing for comfort and style. We ask that all guests present themselves in clean, neat, and appropriate attire at all times. Management reserves the right to determine what is considered acceptable and may address any attire that does not meet the spirit of this policy.

(b) Golf Course Attire: Proper golf attire is required on the golf course, practice range, and putting greens. Acceptable attire includes golf shirts, appropriate tops, golf shorts or pants, and golf footwear. Athletic wear not designed for golf, denim, and overly casual clothing such as cut-offs or tank tops are not permitted. All clothing must be clean, in good condition, and worn in a respectful manner.

(c) Dining Room Attire: Casual and resort-style attire is welcome in the dining areas. While we encourage comfort, clothing should be neat and presentable. Shirts and footwear are required at all times. We ask that guests refrain from wearing overly revealing, excessively wrinkled, dirty, or unkempt clothing, including t-shirts with offensive graphics or language.

(d) Bar & Banquet Attire: Our bar and banquet spaces are designed for a relaxed yet polished experience. Casual attire is appropriate, but clothing must be clean, well-kept, and respectful of the environment. T-shirts that are excessively worn, dirty, or inappropriate in messaging are not permitted. Management reserves the right to use discretion in maintaining a standard consistent with the ambiance of our events and facilities.

SPECIALNOTE: Common sense will be used for children. Club employees have been instructed to enforce the Club dress code and to report to Management any person or persons refusing to comply.

SECTION 1.13 MEMBER CHARGES AND F&B MINIMUM

(a) A Member must sign a charge ticket for all services and goods using a legible signature and account number. A Member who signs another's name or number or permits an unauthorized individual to sign his or her name or number, or signs for transactions after having been notified that their privileges have been suspended, shall be subject to disciplinary actions.

(b) A $149 quarterly F&B minimum is required for all membership classes excluding Youth Memberships. All F&B purchases charged to the members account will count toward the F&B minimum. Special Events (i.e. Member Guest with F&B included will not count toward F&B minimum.) All specific F&B events will count toward F&B minimum (Easter Brunch.)

SECTION 1.14 COMPLAINTS AND CLUB RULES VIOLATIONS

(a) Club employees are to be treated in a courteous and considerate manner and shall not be reprimanded by a Member. Any complaints regarding Club employees should be promptly

made to the manager on duty. All complaints will be resolved in an appropriate manner by Management.

(b) Members are requested to report misbehavior or violations of these Club Rules committed by employees, other members or guests to Management. All violations will be subject to disciplinary action as deemed necessary by Management.

SECTION 1.15 AUTOMOBILE USE

Except as required by valet parking arrangements, automobiles will not be permitted to remain along the curb in front of the Clubhouse. Automobiles may not be driven on Club grounds at a speed greater than fifteen (15) miles per hour. It is a violation of these Club Rules to disregard parking space markings, to use more than one parking space, to park in an unmarked space, to park in a fire lane or to improperly use parking spaces designated as reserved, including, without limitation, parking spaces designated as reserved for the disabled. Violations are subject to disciplinary action. Parking in the Club's lot is undertaken at the member's own risk.

SECTION 1.16 ANIMALS

Service dogs are permitted. Pets or other animals are not permitted in the Clubhouse or on any of the Club's property at any time.

SECTION 1.17 USE OF TOBACCO PRODUCTS

The use of any form of tobacco product is not permitted anywhere within the Club Facilities except the golf course and outdoor patios not intended for food service. Smoking within twenty-five feet of any entrance to the Club, or in any dining area is prohibited.

SECTION 1.18 ADVERTISING AND PETITIONS

No subscription paper or petition shall be posted or circulated, nor shall any article be advertised or exposed for sale anywhere on Club premises except as approved by Management.

SECTION 1.19 REMOVAL OR DAMAGE OF CLUB PROPERTY

No book, newspaper, magazine or any other item that is the property of the Club shall be removed from the Clubhouse. Glassware, crockery, silverware, furniture or other property of the Club that are broken or damaged by a member or guest will be charged to the responsible member's account. Club towels are not to be taken nor removed from the Club. Towels on the golf course will be provided and should be returned following use.

SECTION 1.20 MEMBERSHIP ROSTERS

Use of membership rosters or other Club publications for business or solicitation purposes is strictly prohibited.

ARTICLE II GOLF

SECTION 2.1 GENERAL

All players are responsible for filling divots with sand in the fairway, repairing ball marks, raking bunkers, & other actions necessary to preserve the conditions & appearance of the golf course. Sharing a set of clubs is not permitted. Changing clothes in the club parking lot is prohibited. The bag room & golf cart storage building are for employees only.

SECTION 2.2 STARTING

All golfers must check in with the golf shop before beginning play. Play must begin on the starting hole designated by the golf shop.

SECTION 2.3 TEE RESERVATIONS

Member tee time reservations may be obtained by contacting the golf shop, booking online, or booking through the app. The Club can book tournaments that may at Management's discretion block a member's normal tee time. Non-Member tee times are available and are not restricted.

SECTION 2.4 PROPER ATTIRE

Proper golf attire must be worn at all times on the golf course & practice facility. For Men, collared shirts are required at all times. No running shirts, tank tops, t-shirts, swimsuits, gym shorts. For Ladies, proper golf attire is the standard. Management will use common sense and has the right to require a change or restrict anyone from using the golf course that it deems is not wearing proper attire.

SECTION 2.5 NON-RESERVATION PLAY

Golfers without a reservation are assigned the first available tee time.

SECTION 2.6 PRACTICE

When practicing, members are to use the practice range only. Under no circumstances is practice permitted on the golf course tees, greens or fairways.

SECTION 2.7 PLAYING GROUP

(1.) No more than four players per group are permitted, unless prior approval has been obtained from the golf professional. Five player groups will be allowed if the group agrees to maintain a 4-hour pace of play. (2.) In the case of a group with fewer than four players, the golf employees, at their discretion, may fill the group with other waiting players. (3.) On weekends & holidays, groups of three, four, or five will be allowed to play. Groups of one or two will be asked to pair up if there are other groups of one or two close to their tee time. The Golf Shop may make exceptions on these limitations.

SECTION 2.8 SLOW PLAY

If a group gets behind the suggested 4-hour pace, they must speed up play immediately or let the groups behind them play through. At the request of a course marshal or a golf employee, the slow group must step aside and let the group behind play through. Every group should be aware of their pace of play and be responsible and courteous in maintaining the proper pace. Any group that stops between nines and fails to leave for the next tee, prior to the appearance of the group following, will lose its position on the course. TimberCreek Golf Club will always maintain a 4-hour pace of play expectation for all groups.

SECTION 2.9 GOLF RULES

Play is governed by USGA Rules, except for any local rules, which take precedence. The golf employees are empowered to enforce all golf rules. Violation of any golf rule may result in disciplinary action by Management.

SECTION 2.10 GOLF CARTS

(a) The use of golf carts is encouraged to facilitate faster play. Golf carts may be operated by anyone with a valid driver's license and has paid the proper fee.

(b) Carts are to use the 90-degree cart policy except for the following exceptions:

- When the Golf Course Superintendent has restricted the carts to path only
- When reaching the approach to the green
- Carts are restricted to paths on all par threes

(c) Groups of golfers must use the minimum number of carts needed for a group. There shall be no more than 1 single rider in an Golf Cart per group.

(d) A member is liable for any personal injury or property damage that results from the use of a golf cart rented in their name or from privately owned golf carts. A member is also liable for any loss or damage to golf carts and must pay any and all repair costs necessitated by the member’s misuse.

SECTION 2.11 GOLF CART OPERATION

(a) Golf carts are to carry no more than two (2) riders at any time.
(b) Drivers must adhere to the operating instructions on the golf cart. Golf carts are not to be operated with any apparent or observed mechanical failure.
(c) Golf carts are to be returned to the golf cart staging area. They are not to be left in any other area.

SECTION 2.12 GOLF CART ROUTES

Drivers must observe and obey all signs, stakes, roped-off areas and other markers installed to guide golf carts. Golf carts may be restricted to cart paths only based on course conditions.

Golf carts are to be driven at a ninety-degree angle to the golf ball and directly back to the cart path. Golf carts are not to be driven over sprinkler heads or areas that are newly planted, wet, or under repair.

SECTION 2.13 GOLF COURSE RESTRICTIONS

Use of the cart paths or golf course for walking and jogging will be permitted only when the course is closed or when there are no golfers present on the golf course. Access for these purposes is limited to Members. All other activities including but not limited to, biking, boating, swimming, rollerblading, skateboarding, diving for golf balls and riding scooters or vehicles other than golf carts is strictly prohibited. Fishing is for members only but must have permission from the Golf Shop.

SECTION 2.14 YOUTH PLAY

In order to play without being accompanied by an adult member, Youth (age 14 or younger) must be approved by the golf professional.

SECTION 2.15 GUEST PROCEDURES

Members can bring guests to play golf. Guest's will be charged the guest fee to play golf. All guests must check in with the golf shop prior to play.

SECTION 2.16 PRIVATE CART RULES

Private carts are not permitted on the golf course. Owners may park their carts in the parking lot at their own risk.

ARTICLE III FOOD AND BEVERAGE

SECTION 3.1 SERVICE HOURS

For the service hours of each department, see the Club newsletter or the "Hours of Operation" section of the TimberCreek Golf Club website.

SECTION 3.2 BANQUETS AND SPECIAL FUNCTIONS

(a) A Club Manager should be contacted for information and reservations regarding banquets and special functions. The Club can reserve the banquet spaces and meeting space at their discretion. Members can book these spaces in advance and receive a Member discount on the Room/Club use fee. The Club must provide all food and beverage for any private party. The club reserves the right, at it's sole discretion, to refuse to allow the use of club facilities for any proposed event

(b) All room reservations for banquets and special functions require an advance deposit payment.

(c) The number of guests attending any banquet must be guaranteed seventy-two (72) hours before the function. The host will be charged this guarantee or the actual number attending in excess of this number. If no guarantee is given 72 hours prior to the event, the number reflected on the function sheet, or the number in excess attending the function will be charged. The count of management regarding the number of guests for food and beverage charges at private parties will be final.

(d) The Club's dress code and cell phone policy, as posted in these rules and regulations, must be followed by guests for all private parties. It is the responsibility of the host/sponsor to inform their guests of the club's customs and traditions in this regard.

(e) The responsible party is required to pay for the guaranteed number of attendants, as well as, the cost of any pre-approved additional service rendered, or quantity requested. Full payment must be made by check within 7 days of receiving the invoice from the Club.

(f) All food and beverage charges are subject to a 22% service gratuity charge and to applicable sales tax.

SECTION 3.3 CANCELLATION POLICY

(a) Any member, who cancels a banquet room reservation more than one hundred and eighty (180) days before the function date, may receive a one hundred percent (100%) refund of the room reservation deposit if the Club is able to re-book the room with similar business. A member must give notice of a cancellation in writing and no partial refunds are given for any reservation cancelled after the cancellation deadline described above.

(b) A member who cancels a Club event reservation less than seventy-two (72) hours prior to the scheduled time of the event will be obligated to pay the guaranteed reservation amount as well as all out-of- pocket expenses.

SECTION 3.4 MEMBER RESTRICTIONS

(a) Members are not permitted in the kitchens or behind the bar.

(b) No food or beverage is to be consumed on Club premises unless purchased from the Club or otherwise approved in advance by Management.

SECTION 3.5 ALCOHOLIC BEVERAGES

Liquor laws will be observed and enforced. It is prohibited for any person: (a) to bring alcoholic beverages onto the Club premises; (b) to remove alcoholic beverages from the Club premises;

SECTION 3.6 CLUB POLICY WITH RESPECT TO ALCOHOLIC BEVERAGES

(a) Club employees are instructed that no alcoholic beverages shall be served to any Member or guest who is obviously intoxicated. Club employees and Management are instructed to use discretion when dealing with an obviously intoxicated individual and in offering assistance to such individuals.

(a) Club employees are instructed to see proper identification before serving alcoholic beverages to any person, unless such person is known to the Club employee to be of legal drinking age. The legal age for being served alcoholic beverages is twenty-one (21) years of age.

(b) Management requires all Club employees who prepare and/or serve alcoholic beverages to attend a State Certified "Seller Training Program" (in compliance with H.B. 1963).

(c) Any complaints with respect to the above policies shall be directed to, and handled by, the Manager or his/her designated representative.

ARTICLE VII MISCELLANEOUS

SECTION 4.1 RELEASE AND DISCLAIMER

While using Club facilities or participating in Club events, whether on or off the premises, members and their guests are always charged with the responsibility of using proper judgment and caution. Neither the Club nor Management assumes any liability for injuries caused to or incurred by any member, user or guest or for damage to property resulting from the use of any Club facility. Consequently, any member, guest or other person who uses or accepts the use of any Club facility or service, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at their own risk and shall hold the owners of TimberCreek Golf Club, the Management, and their employees and agents harmless from any injury, damage, claim, or liability resulting from such use or engagement.

SECTION 4.2 PERSONAL PROPERTY

Each member, family member or guest is responsible for their own personal property. Management is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Property left by any person on the Club premises 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.

SECTION 4.3 LIABILITY FOR DAMAGE

(a) Members are liable for any damage to any Club facility or person caused by the member, their family members, or their guests. Costs for any damages will be charged to the responsible member's account.

(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 is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of these Club 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 that may result from their conduct. The Club is not responsible for injuries that may result from errant balls or cart accidents. In the event a member causes such injury, the member should contact the injured party and take responsibility for the incident. Additionally, the member should immediately report the incident to the golf shop. Failure to do so will constitute a violation of these Club Rules and may be grounds for disciplinary action.

(d) Caution must always be exercised.

SECTION 4.4 NO AGENCY

No member or any person participating in the activities of any Club association shall have the authority, express or implied, to act on behalf of or as an agent for TimberCreek Golf Club or the Manager.

SECTION 4.5 AMENDMENT

Each membership incorporates these Club Rules and the Membership Rules of TimberCreek Golf Club. These Club Rules and the Membership Rules of TimberCreek Golf Club may be modified, amended, altered or repealed at any time at Management's sole discretion, and may be supplemented by the posting of appropriate information upon the Club bulletin board or by the publication of appropriate information in the Club's newsletter.

SECTION 4.6 FIREARMS/FIREWORKS

Firearms, lethal weapons and ammunition are not permitted in the clubhouse. Fireworks are permitted only in areas designated for displays and only when authorized by Club management.