

# *Legends Club*



## ***MEMBERSHIP RULES***

***2019***

***(Including Information Formerly  
Known as the Bylaws and Plan)***

**LEGENDS CLUB**  
**MEMBERSHIPS RULES**  
*(Including Information Formerly  
Known as the Bylaws and Plan)*

*Table of Contents*

|   | <u>Page No.</u> |
|---|-----------------|
| A. INTRODUCTION .....   | 1               |
| 1. OWNERSHIP .....  | 1               |
| 2. MEMBERSHIP OPPORTUNITY AND USE OF THE CLUB FACILITIES .....  | 1               |
| 3. FORMER DOCUMENTS .....   | 1               |
| 4. RELY ONLY ON INFORMATION IN THE WRITTEN DOCUMENTS.....   | 1               |
| B. CLUB FACILITIES .....  | 2               |
| 1. DESCRIPTION OF THE CLUB FACILITIES.....  | 2               |
| 2. THE CLUB MAY MODIFY THE CLUB FACILITIES .....  | 2               |
| C. MEMBERSHIP PRIVILEGES .....  | 2               |
| 1. TYPES OF MEMBERSHIPS .....   | 2               |
| 2. MEMBERS OBTAIN SPECIFIC MEMBERSHIP PRIVILEGES .....  | 6               |
| 3. USE OF MEMBERSHIP PRIVILEGES .....   | 6               |
| 4. USE OF CLUB FACILITIES BY FAMILY AND SIGNIFICANT OTHER .....   | 6               |
| 5. THE CLUB MAY ALLOW MEMBERS TO CHANGE THEIR CLASSIFICATION OF<br>MEMBERSHIP ON A LIMITED BASIS FROM TIME TO TIME .....            | 7               |
| 6. GUEST PRIVILEGES.....  | 7               |
| D. RESIGNATION.....   | 8               |
| 1. CLUB MEMBERSHIP RESIGNATION PROCEDURE .....  | 8               |
| 2. REFUNDABLE MEMBERSHIPS PROCESS.....  | 8               |
| E. DEATH OR DIVORCE OF A MEMBER.....  | 9               |
| 1. TRANSFER OF CLUB MEMBERSHIP UPON THE DEATH OF A MEMBER .....   | 9               |
| 2. LEGAL SEPARATION OR DIVORCE OF MARRIED CLUB MEMBERS.....   | 9               |
| F. DUES AND CLUB FEES .....   | 9               |
| 1. NONREFUNDABLE JOINING FEES .....   | 9               |
| 2. DUES AND OTHER CLUB FEES ESTABLISHED BY THE CLUB .....   | 10              |
| 3. DUES SHALL BE PAYABLE IN ADVANCE ON A MONTHLY BASIS .....  | 10              |
| 4. MEMBERS ARE NOT SUBJECT TO ASSESSMENTS UNLESS APPROVED BY<br>CERTAIN MEMBERS.....  | 10              |
| 5. CLUB CHARGING PRIVILEGES AND BILLING PROCEDURE FOR CLUB<br>MEMBERS.....  | 10              |
| 6. SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES FOR NON-<br>PAYMENT OF FINANCIAL OBLIGATIONS AND VIOLATION OF THE RULES..... | 11              |
| 7. RESPONSIBILITY FOR CLUB MEMBERSHIP .....   | 12              |

|   |    |
|---|----|
| G. CLUB OPERATIONS .....  | 13 |
| 1. MANAGEMENT AND CONTROL OF THE CLUB FACILITIES AND OPERATION OF<br>THE CLUB .....               | 13 |
| H. OTHER MEMBERSHIPS AND USE PRIVILEGES .....   | 14 |
| 1. PROMOTIONAL USE OF THE CLUB FACILITIES, TOURNAMENTS, SPECIAL<br>EVENTS AND GROUP OUTINGS ..... | 14 |
| 2. USE OF OTHER CLUB FACILITIES.....  | 14 |
| I. GOVERNING LAW .....  | 14 |
| 1. GOVERNING LAW.....   | 14 |

**LEGENDS CLUB**  
**MEMBERSHIP RULES**

**A. INTRODUCTION**

**1. OWNERSHIP**

The facilities provided at Legends Club are currently owned by Vanderbilt Legends Club, a Tennessee for-profit corporation and/or its affiliates. The ownership operates a private club as described herein (the ownership and the club operations are referred to herein as the “**Club**”).

**2. MEMBERSHIP OPPORTUNITY AND USE OF THE CLUB FACILITIES**

The Club is a golf and social-oriented club. Members have the opportunity to use the Club Facilities in accordance with the terms and conditions of these Rules and each Member’s respective Membership Application and/or Membership Agreement (“**Membership Agreement**”). The interpretation of these Rules shall at all times rest with the Club. The Club provides an opportunity to enjoy golf and dining facilities and to participate in various social activities and events.

Use of the facilities provided at the Club is available to Members of the Club, immediate family members, guests of Members, and such other persons as may be permitted by the Club from time to time.

The payment of dues, fees, dining minimums (if any), entry fees for events and other activities, charges, state taxes, service charges, late fees, interest, other personal use and service charges, and all other fees and charges that the Club may establish from time to time (collectively, the “**Club Fees**”) is required to obtain and maintain membership privileges at the Club.

**3. FORMER DOCUMENTS**

These Rules include provisions previously included in the Club’s “**Membership Plan**” and “**Bylaws**”. References to the Membership Plan and Bylaws (“**Prior Documents**”) in other documents shall be deemed references to these Rules. Notwithstanding the foregoing, some of the Club’s existing Members have specific rights and obligations under the Prior Documents; the Club will honor those rights but does not set them forth in these Rules because they apply only to a small number of the Club’s current Members.

**4. RELY ONLY ON INFORMATION IN THE WRITTEN DOCUMENTS**

Terms and conditions of membership are set forth exclusively in these Rules and in each Member’s respective Membership Agreement. The written documents supersede any and all promises, statements, representations, or warranties made directly or indirectly, verbally or in writing, regarding membership. Each Member is bound by the terms of these Rules as they may be

amended by the Club from time to time in its sole discretion. Except as expressly stated herein, Members shall not be obligated by, or benefit under, the Prior Documents.

## ***B. CLUB FACILITIES***

### ***1. DESCRIPTION OF THE CLUB FACILITIES***

The facilities currently provided at Legends Club, which are collectively referred to herein as the “**Club Facilities**,” include the following:

- An 18-hole golf course known as the “**North Course**.”
- An 18-hole golf course known as the “**South Course**.”
- Golf practice facilities including a double-ended practice range with distinctive target greens, practice bunkers, chipping areas, and two putting greens.
- A clubhouse consisting of the Cupp Lounge, the Legends Grille, men’s and women’s locker room facilities with lockers, showers and restroom facilities, a golf shop, golf club storage facilities, and administrative offices.
- A fitness center located adjacent to the practice range offering free weights, weight machines and cardiovascular equipment.

### ***2. THE CLUB MAY MODIFY THE CLUB FACILITIES***

The Club may change, alter and otherwise modify the Club Facilities from time to time. Therefore, the number, size, scope and nature of the Club Facilities are subject to change in the discretion of the Club. The Club may also provide additional Club Facilities in the future, in the Club’s discretion. Membership does not create any presumption that the Club Facilities or the services that are available from time to time will continue to be available in their current state or condition.

## ***C. MEMBERSHIP PRIVILEGES***

### ***1. TYPES OF MEMBERSHIPS***

Membership is available by invitation only. The Club currently offers various classifications of non-proprietary memberships. A non-proprietary membership does not create any ownership interest in the Club or the Club Facilities or any right to participate in the Club’s management.

The Club previously offered Charter Memberships and Corporate Memberships, which are no longer being offered. The Club honors all of the membership privileges afforded those Members under their respective agreements and the Prior Documents, to the extent applicable to any such Member.

The maximum number of outstanding memberships and the number of memberships permitted within any particular classification of membership shall be determined by the Club from time to time, in its sole discretion. The Club reserves the right to offer new classifications of memberships and to cease offering memberships in any or all classifications of membership at any time, in its sole discretion.

Currently, the Club offers the following categories of memberships, with the stated use privileges. All membership privileges are subject to timely payment of all applicable Club fees for the respective class of membership.

**Regular Membership Privileges.** A Regular Membership allows the non-exclusive use of all of the Club Facilities and attendance at club-sponsored events held at the Club Facilities on a space available basis. Regular Members shall not be charged green fees for use of the golf facilities, but shall pay golf cart fees, personal charges and all other Club Fees established by the Club from time to time. Regular Members shall have advance tee time sign-up privileges established by the Club from time to time. Regular Members shall have the opportunity to participate in club-sponsored golf tournaments on a space available basis and to the use of lockers and the golf bag storage facility on a space available basis subject to applicable fees. Regular Members may sponsor accompanied guests in accordance with the Club's guest policy upon payment of applicable guest fees. The Club may from time to time offer special pricing for sub-categories of Regular Members, such as "junior", "young executive" and "legacy."

**Preferred Business Membership Privileges.** A Preferred Business Membership is available to on-going, active, operating bona fide businesses such as a company, corporation, limited liability company, partnership, sole proprietorship, association, trust or other form of business ownership (in each case, the "**company**", and this requirement applies to all memberships issued to a "company"). A company formed for the purpose of acquiring a Preferred Business Membership or other company-owned membership hereunder shall not qualify and the Club shall determine, in its sole discretion, whether a particular company is eligible and qualifies. The company, as the actual member and owner of the Preferred Business Membership, may designate up to eight designees to use the membership use privileges. Each designee must be a bona fide officer, director, partner, owner or employee of the company (a "**Qualified Designee**"). Each proposed designee must submit an Application for Use Privileges and be approved by the Club. The company shall be responsible for payment of the required initiation deposit which will be based on the number of designees, and each designee shall be responsible for the payment of the applicable dues and other Club Fees established by the Club. The company and the designee(s) each shall be jointly and severally liable for the payment of all dues and other Club Fees incurred by the designee, immediate family members and their guests.

Preferred Business Memberships allow each designee the non-exclusive use of all of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis. Designees shall not be charged green fees for use of the golf facilities, but shall pay golf cart fees, personal charges and all other Club Fees established by the Club. Designees shall have advance tee time sign-up privileges established by the Club from time to time. Designees shall have the opportunity to participate in club-sponsored golf tournaments on a space available basis and to the use of lockers and the golf bag storage facility on a space available basis upon payment of applicable fees. Each designee may bring up to seven guests or sponsor two foursomes of unaccompanied guests at any one time in accordance with the Club's guest policy upon payment of applicable guest fees.

The company may change the designee(s) upon payment of applicable non-refundable change of designee fee set by the Club and the Club's approval of the new designee after the new designee submits an Application for Use Privileges.

**Senior Membership Privileges.** A Senior Membership is only available to persons who are at least sixty-two years of age. If the applicant is married, then the age of the older spouse shall be used to determine eligibility for a Senior Membership. Senior Membership allows the non-exclusive use of all of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis. Senior Member golf privileges shall be limited to the periods stated in the following two sentences. Senior Members shall not be charged green fees for use of the golf facilities on Monday through Thursday and before 12:00 PM on Friday (except on holidays). Senior Members shall be charged the published guest of member rate for use of the golf facilities after 12:00 PM on Friday and all day on Saturday, Sunday and holidays, unless the member is playing in a scheduled Club tournament or other member event designated by the Club. At all times, Senior Members shall pay golf cart fees, personal charges and all other Club Fees established by the Club. Senior Members shall have advance tee time sign-up privileges established by the Club from time to time. Senior Members shall have the opportunity to participate in any Club-sponsored golf tournaments on a space available basis and to the use of lockers and the golf bag storage facility on a space available basis upon payment of applicable fees. Senior Members may sponsor accompanied guests in accordance with the Club's guest policy upon payment of applicable guest fees.

Senior Memberships obtained prior to January 1, 2010 required the payment of an initiation deposit that may be partially refundable based on the particular membership agreement. If an existing member with a refund right changes to a Senior Membership status, that member will be placed on the appropriate resigned membership list for payment of any partially-refundable deposit by the Club only at such time as the member resigns and permanently leaves the Club.

**Social Membership Privileges.** A Social Membership allows the non-exclusive use of the dining facilities and ability to attend designated club-sponsored social events held at the Club Facilities on a space available basis. Each Social Membership also permits one individual (the "Golf Designee") use of the golf practice facilities and use of the golf courses up to twelve rounds during each membership year at the published guest of member rate. Social Members shall pay all personal charges and all other Club Fees established by the Club. Social Members may sponsor accompanied guests in accordance with the Club's guest policy upon payment of applicable guest fees, but shall not be permitted to sponsor unaccompanied guests.

**Business Dining Membership Privileges.** A Business Dining Membership allows the member the non-exclusive use of the Legends Grille dining facility on a space available basis. The member may sponsor accompanied guests to use the dining facilities, but shall not be permitted to sponsor unaccompanied guests.

**Preferred Business Dining Membership Privileges (not currently offered).** Existing Preferred Business Dining Memberships allow each designee the non-exclusive use of the dining facilities and to attend designated club-sponsored social events held at the Club Facilities on a space available basis. Existing Preferred Business Dining Members will continue to have the privileges and obligations that previously governed their membership.

**Charter Membership Privileges (not currently offered).** A Charter Membership allows the non-exclusive use of all of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis upon payment of dues and other Club Fees. Charter

Members shall not be charged green fees for use of the golf facilities, but shall pay golf cart fees, personal charges and all other Club Fees established by the Club. Charter Members shall have such advance sign-up privileges to reserve golf starting times as may be established by the Club from time to time. Although subject to change from time to time, Charter Members currently enjoy a ten-day advance sign-up privilege to reserve golf starting times on both the North Course and South Course. Charter Members shall have the opportunity to participate in any Club-sponsored golf tournaments on a space available basis and to the use of lockers and the golf bag storage facility on a space available basis upon payment of applicable fees. Charter Members may sponsor accompanied guests in accordance with the Club's guest policy upon payment of applicable guest fees. Charter Members have certain privileges related to dues increases and advance tee times under the Prior Documents.

Charter Memberships were previously referred to as Regular Memberships. In 1997, the Club changed the name of all Regular Memberships that were entitled to a refund of a portion of the previously paid initiation deposit to Charter Memberships. Any Regular Membership that was not entitled to a refund of any amount previously paid for membership continued to be known as Regular Memberships. Charter Memberships paid an initiation deposit that is refundable in whole or in part based on their particular membership agreement.

**Non-Resident Membership Privileges (not currently offered).** The Club may from time to time offer a limited number of Non-Resident Memberships to persons who do not own or lease a residence or otherwise use consistently a single residence within a seventy-five mile radius of the Club Facilities. Non-Resident Membership allows the non-exclusive use of all of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis and subject to a monthly and annual cap on golf rounds. Non-Resident Members shall not be charged green fees for use of the golf facilities, but shall pay golf cart fees, personal charges and all other fees established by the Club from time to time. Non-Resident Members shall have advance tee time sign-up privileges established by the Club from time to time. Non-Resident Members shall have the opportunity to participate in any club-sponsored golf tournaments on a space available basis and to the use of lockers and the golf bag storage facility on a space available basis subject to applicable fees. Non-Resident Members may sponsor accompanied guests in accordance with the Club's guest policy upon payment of applicable guest fees.

**Corporate Membership Privileges (not currently offered).** An existing Corporate Membership is held in the name of a company. The company, as the actual member and owner of the Corporate Membership, may designate up to eight Qualified Designees to use the membership privileges. Each proposed designee must submit an Application for Use Privileges and be approved by the Club. Each designee shall be responsible for the payment of the applicable dues and other Club Fees established by the Club. Both the company and the designee(s) of the membership use privileges shall be jointly and severally liable for the payment of all dues and other Club Fees incurred by the designee, immediate family members and their guests.

Corporate Memberships allow each designee the non-exclusive use of all of the Club Facilities and to attend club-sponsored events held at the Club Facilities on a space available basis upon payment of the required dues and other Club Fees. Designees shall not be charged green fees for use of the golf facilities, but shall pay golf cart fees, personal charges and all other Club Fees

established by the Club. Designees shall have advance tee time sign-up privileges established by the Club from time to time.

The company may change the designee(s) upon payment of applicable non-refundable change of designee fee set by the Club and the Club's approval of the new designee.

Corporate Memberships paid an initiation deposit for each designee that is refundable based on their particular membership agreement.

## **2. MEMBERS OBTAIN SPECIFIC MEMBERSHIP PRIVILEGES**

The privileges of a Club Membership are subject to these Rules, as they may be amended from time to time. The Rules, including the services provided to Club Members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club without notice, in its sole discretion. In order to provide for the orderly administration of the Club Facilities, the Club reserves the right, from time to time, to establish and promulgate new rules and/or modify existing rules governing use of the Club Facilities.

## **3. USE OF MEMBERSHIP PRIVILEGES**

Club Members agree to be bound by the terms and conditions of these Rules, as amended from time to time. Club Members agree to indemnify the Club for any and all damages and personal injuries caused by their own acts or the acts of their immediate family members and guests as further set forth herein or in their respective Membership Agreement.

Only one person shall be considered to be the "**Member**" on each membership. Each membership allows the Member identified in the Membership Agreement to use the Club Facilities in accordance with the terms of their classification of membership. A Member may request that the Member's immediate family members (as described below) be allowed to use the Club Facilities, in which case the family level of dues must be paid.

Memberships issued in the name of the company shall name "designees" to use the Club Facilities as the Member. The provisions in these Rules that govern behavior of "**Members**" also govern designees.

The particular level of membership shall be selected by the Member or designee prior to the beginning of a particular membership year and, once selected, cannot be changed during the membership year, except as specifically provided herein. A Member shall be deemed to have selected the same level of dues as such Member had the prior membership year, unless the Club is notified in writing of a different level of dues prior to the beginning of the membership year.

## **4. USE OF CLUB FACILITIES BY FAMILY AND SIGNIFICANT OTHER**

The term "**Family**" shall include the spouse of the Member and the unmarried children of the Member and the Member's spouse who are under the age of twenty-six and living in the same household as the Member, attending school on a full-time basis, or serving in the military. The Club reserves the right to restrict access to the Club Facilities by the Family during primary playing

times on the golf courses and other Club Facilities. All Family use shall be subject to these Rules and to other restrictions established by the Club from time to time.

The Club may allow a Member who does not have a legal spouse (i.e., legally married as recognized by the state of Tennessee) to designate another non-related adult, who is living in the same household as the Member on a full-time basis as a couple and as a family unit, to use the Club Facilities as the Member's "spouse", subject to the terms and limitations established by the Club from time to time in its sole discretion. The Club may modify the terms of this policy from time to time. The designation must be in writing on a form provided by the Club and must be signed by both the Member and the Member's non-related adult designee ("**Significant Other**"). Although the Significant Other may only be changed once during any twelve-month period, the use privileges of a Significant Other may be terminated at any time by the Member upon written notice to the Club. The Club may also terminate the Significant Other's use privileges at any time upon notice to the Member. The opportunity for a Significant Other to use the Club Facilities is derived solely by virtue of being designated by the Member in accordance with this section and any such Significant Other shall have no rights and/or privileges of a Club membership, or to a Club membership, under any circumstances whatsoever.

The Member shall be responsible for all fees and charges incurred by any family and/or Significant Other and for the conduct of the Family and Significant Other.

**5. THE CLUB MAY ALLOW MEMBERS TO CHANGE THEIR CLASSIFICATION OF MEMBERSHIP ON A LIMITED BASIS FROM TIME TO TIME**

The Club may, in its sole discretion, allow Members to apply to upgrade or downgrade their existing membership to a different membership category one time, subject to availability, satisfaction of any eligibility requirements and payment of the required initiation fee.

**6. GUEST PRIVILEGES**

Members may have limited guest privileges in accordance with the Member's classification of membership, the Rules, and payment of applicable guest fees. The Club, in its sole discretion, may limit, deny or revoke guest privileges of any Member or guest and limit the number of times any particular individual guest may use the Club Facilities or any particular Club Facility during a specific period of time and limit the number of guests a Member may sponsor at any particular time. The Club may charge higher guest fees for unaccompanied guests (if unaccompanied guests are permitted by the Club). The Club may require that guests be accompanied by certain sponsoring Members under stated circumstances determined by the Club from time to time. Sponsoring Members are responsible for the payment of all fees and charges unpaid by their guests and for their guests' conduct.

## ***D. RESIGNATION***

### ***1. CLUB MEMBERSHIP RESIGNATION PROCEDURE***

Club Members who desire to resign their membership privileges must give the Club thirty days prior written notice on a form obtained from the Membership Office. Members who have submitted a written resignation shall not be permitted to revoke such resignation without the Club's prior approval in its sole discretion. Resignation will become effective upon expiration of the thirty-day notice period and payment in full of all dues and other amounts owed to the Club by the resigned Member.

### ***2. REFUNDABLE MEMBERSHIPS PROCESS***

Club Memberships are non-transferable, non-assignable and non-negotiable. However, certain memberships previously issued by the Club may be entitled to a refund as follows.

Preferred Business, Charter and Corporate Memberships that include a refund right will, after resignation, be placed on a "resigned list" maintained by the Club in chronological order based on date of resignation.

The resignation of a particular designee where the company does not replace such designee with another approved designee shall be placed on the resigned membership list on the same basis as the resignation of any other membership.

The Club will pay the first membership on the resigned list as new memberships are issued. When a resigned member has been on the resigned list for at least a full year, the Club will redeem that membership; provided, however, that the Club shall not be obligated to refund more than twenty memberships in any one calendar year under this provision.

Resigned Senior Memberships that were issued prior to January 1, 2010 and are entitled to a refund shall be placed on a separate resigned list. When a resigned member has been on the resigned list for at least a full year, the Club will redeem that membership.

In order to remain on a resigned list, resigned Members must continue to pay all dues and other Club Fees associated with their memberships through the end of the month in which the membership is redeemed from the resigned list. Such resigned members will continue to have membership privileges as long as dues and other Club Fees continue to be paid. Any failure to maintain such obligations in good standing may result in being removed from the resigned membership list or the suspension or termination of membership privileges. A resigned member who remains on the resigned list more than one year may submit to the Club a written request for inactive status. In this event, any such resigned member electing inactive status will no longer have any membership privileges at the Club and will no longer be required to pay dues and other Club Fees. Any unpaid dues and other Club Fees and other delinquent amounts, including late charges and interest, will be deducted from the applicable refund amount that would otherwise be due to a member.

The amount of the initiation deposit that is refundable will depend upon the type of membership and when the member joined the Club. The Club shall have the right to offset and deduct any dues

and other Club Fees and any other amounts, including late charges and interest, owed to the Club from the applicable refund amount that would otherwise be paid to such members.

## ***E. DEATH OR DIVORCE OF A MEMBER***

### ***1. TRANSFER OF CLUB MEMBERSHIP UPON THE DEATH OF A MEMBER***

Upon the death of a Member, the membership may be transferred to the Member's surviving spouse upon written request to the Club within sixty days after the Member's death. If a surviving spouse does not request the transfer within six (6) months after the Member's death, the membership will be deemed resigned. Any membership that has been transferred to a surviving spouse may not be transferred a second time upon the death of such surviving spouse.

### ***2. LEGAL SEPARATION OR DIVORCE OF MARRIED CLUB MEMBERS***

In the event a Member is legally separated (as evidenced by separation agreement approved by a court of competent jurisdiction) or legally divorced (as evidenced by a divorce decree), the membership shall remain vested in the person who is designated as the Member in the Membership Agreement, unless otherwise agreed and set forth in a written separation agreement or final divorce decree and approved by the Club.

The Member must give written notice to the Club of the person entitled to membership privileges immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse shall be jointly and severally responsible for the payment of all dues and other financial obligations associated with such membership. The legally separated spouse or former spouse, as the case may be, who does not continue with the membership shall no longer have any membership rights or use privileges at the Club. The Club will not be involved in any dispute and reserves the right to suspend all membership privileges in the event of disagreement over which spouse retains the membership privileges.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the divorce or legal separation of a Member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

## ***F. DUES AND CLUB FEES***

### ***1. NONREFUNDABLE JOINING FEES***

All initiation fees, designee fees, and other joining fees paid, other than those expressly set forth herein or in an individual member's membership documents, shall be nonrefundable under any circumstances, including but not limited to, resignation of membership, death of the member or designee, suspension or termination of membership by the Club, or any other termination of membership.

**2. DUES AND OTHER CLUB FEES ESTABLISHED BY THE CLUB**

The Club will establish the dues, dining minimums and other Club Fees to be paid by each Member from time to time. The amount of dues and other Club Fees payable by each member or designee will depend upon the classification of membership selected by the member or designee and whether the individual or family level of dues is selected. Non-Resident Members shall pay fifty percent (50%) of the dues paid by Regular Members. The current dues and other Club Fees are set forth on the Schedule of Dues, Fees and Charges. The Club Fees are subject to change from time to time in the sole discretion of the Club and any increase in dues or other Club Fees shall not be deemed an operating assessment or capital assessment. In addition, the Club's operating budget and the establishment of Club Fees may include a reserve for capital replacements and improvements and any such reserve shall not be deemed an operating assessment or capital assessment. The Club's ability to increase certain dues for categories of membership is limited under the Prior Documents and the Club will comply with those limitations.

The obligation to pay Club Fees is not dependent on the availability of all the Club Facilities or the frequency of use. Repair, maintenance and/or improvements of the Club Facilities and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of the Club Facilities or to close certain Club Facilities temporarily. The Club will not reduce or suspend dues and other Club Fees during the time when the Club Facilities, in whole or in part, are not available. Therefore, if any of the Club Facilities are unavailable for membership use due to fire, weather, casualty or other similar occurrence, the membership will continue to be liable for the payment of all applicable dues.

**3. DUES SHALL BE PAYABLE IN ADVANCE ON A MONTHLY BASIS**

Dues for Club Memberships shall be payable in advance, on or before the first day of each month, unless otherwise established by the Club.

**4. MEMBERS ARE NOT SUBJECT TO ASSESSMENTS UNLESS APPROVED BY CERTAIN MEMBERS**

The prior documents provided that certain Members would be subject to assessments only when such proposed assessments are approved by a majority vote of the Members who are entitled to vote as provided under Prior Documents. Essentially, the Prior Documents provided that members with refundable membership deposits could vote to assess themselves but that assessment would not apply to any other class of membership. That provision remains in effect under these revised Membership Rules. In addition, the Club may offer assessable memberships in the future if so defined in the membership purchase agreement at that time.

**CLUB CHARGING PRIVILEGES AND BILLING PROCEDURE FOR CLUB MEMBERS**

Members in good standing shall have charging privileges upon approval by the Club. The Club reserves the right to suspend charging privileges if the Member has demonstrated a history of tardiness in paying their bills and to require non-refundable deposits for special events. Monthly statements reflecting all activity and all Club Fees incurred and all payments received by the Club will be closed on the last day of each month and will normally be sent to the Members within five days. All statements are due and payable upon receipt and in no event later than the twenty-fifth

day of the month in which the statement was sent. Any Member who fails to pay the Member's statement in full by the twenty-fifth day of the month in which the statement was sent shall be considered to be delinquent and shall have a late charge (currently equal to one and one-half percent (1 ½ %) of the delinquent amount per month) and/or interest added to all outstanding balances in accordance with these Rules, but in any event such late charge or interest shall not exceed the maximum amount allowed by law. The Club may also require that all Club Fees be paid through a credit card/ charge account service or by ACH bank transfer from a bank or other financial institution. Each Member must provide the Club any and all information required to establish such automatic payments, and to keep such information current. If Club charges are paid by credit card, the associated credit card fees charged to the Club may be added to the Member's account and be paid by the Member. The Club shall also be entitled to collect from the Member any and all costs and expenses incurred by the Club in attempting to collect any amount(s) owed to the Club, including reasonable attorneys' fees and court costs, regardless of whether legal action is filed.

Any Member giving or endorsing a check to the Club that is not paid on presentation will be notified of such non-payment and will be required to reimburse the Club for any bank charges plus pay an additional late charge established by the Club.

**5. *SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES FOR NON-PAYMENT OF FINANCIAL OBLIGATIONS AND VIOLATION OF THE RULES***

The Club has determined that the following actions shall constitute grounds for disciplinary action deemed appropriate by the Club including, but not limited to, the suspension and/or termination of membership privileges: submitting false information on the Membership Application; failing to report a change in residence; permitting the unauthorized use of a Member's membership/use card or Club account; exhibiting unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club or its Members; failing to pay any financial obligation to the Club in a proper and timely manner; treating Club personnel or employees in an unreasonable or abusive manner; engaging in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its Members; and violating the Rules (as amended from time to time). A Member may also be subject to discipline for the actions of the Member's Family, Significant Other, and/or guests.

Subject to certain notice requirements and the opportunity to pay the outstanding balance, if a Member fails to pay the required initiation deposit or initiation fee, dues or other Club Fees associated with the Member's membership, then the Club shall have a progressive discipline policy, including the suspension or termination of membership privileges. Any Member who has not paid the Member's statement or any other amount owed to the Club within sixty days after the billing date shall automatically be suspended until the delinquent amount and all late charges, interest and other fees and charges are paid in full. Any Member who is delinquent three times within any twelve-month period shall be deemed financially irresponsible and endangering the good order, welfare or character of the Club. A Member shall be considered to be in "**good standing**" unless the Member's membership or use privileges have been suspended by the Club. Any Member who has not paid the Member's statement or any other amount owed to the Club within ninety days after the billing date may be terminated in the sole discretion of the Club. A

Member who is suspended or terminated shall not be entitled to be refunded any portion of the initiation deposit, initiation fee, dues or other Club Fees previously paid to the Club. During any period of suspension, dues and other Club Fees shall continue to accrue and must be paid in full prior to reinstatement as a Member in good standing. In the event a membership is terminated, such terminated Member shall lose all privileges to use the Club Facilities and such terminated Member's membership shall be treated as if it was resigned pursuant to these Rules.

In addition to all other disciplinary actions that may be taken by the Club, the Club reserves the right to place any Member whose account is not paid in full by the twenty-fifth day of the month on a cash-only basis for any or all services and merchandise otherwise provided for credit at any time.

Notwithstanding the requirement for notice and a hearing described below, the Club may immediately suspend the privileges of any Member, Family or Significant Other for non-payment of the initiation deposit, initiation fee, dues and other Club Fees or any other amount owed to the Club, or if the Club determines, in its sole discretion, that such person's conduct, if repeated, would pose a threat to the health, welfare or safety of the Club or its Members or that the time period involved in complying with the hearing procedures would render the hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period.

The Club has determined that the following procedure is fair and reasonable and shall be conducted in good faith. The Member, Family or Significant Other shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by Club representatives (either in writing or in person) to show cause why the individual should not be disciplined in accordance with this section. If the individual desires to be heard, they must provide a written request for a hearing to the Club's General Manager within ten calendar days after receipt of the Club's notice of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for a hearing, and shall provide at least ten calendar days' prior written notice of such hearing date to the offending individual. The hearing shall be held before individual(s), who may or may not be Club Members, designated by the Club for this purpose (the "**Hearing Committee**"). Following the hearing, the Hearing Committee shall discuss the matter and the information presented at the hearing and notify the offending individual in writing of its determination and disciplinary action to be taken, if any, within ten days after the hearing.

## **6. RESPONSIBILITY FOR CLUB MEMBERSHIP**

Members shall be responsible for their conduct and the conduct of their Family, Significant Other and/or guests when using the Club Facilities and shall be directly and fully responsible to the Club for all personal injuries and/or property damages that are caused by the Member, their Family, Significant Other and/or guests. The Club shall not be responsible or liable for any personal injuries and/or property damages resulting from the actions of other Members and/or their Family Significant Other and/or guests.

The Club will not, under any circumstances, be responsible for the property of Members, Family, Significant Other, guests, or other persons brought on the Club Facilities for any purpose whatsoever. Club property shall not be loaned or removed from the premises, or be put to any

other use than that for which it was intended. Members must pay for all breakage or damage to the Club's property caused by them, their Family, Significant Other and/or guests.

MEMBERS, THEIR FAMILY, SIGNIFICANT OTHER AND GUESTS SHALL USE THE GOLF FACILITIES AND ALL OTHER FACILITIES PROVIDED AT THE CLUB AT THEIR OWN RISK. Members acknowledge that (i) the game of golf and use of the Club Facilities can be dangerous and that injuries may result, (ii) use of the Club Facilities involves certain risks, including, without limitation, the risk of operating a golf cart, being struck by golf balls, golf clubs and/or other objects utilized or located in or around a golf and country club facility, and (iii) injuries and death can result from adverse weather conditions including lightning ("**Use Risks**"). Members further acknowledge that use of the Club Facilities and any privilege, service, activity or event on the Club Facilities is undertaken with the knowledge of risk of possible injury and death. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER ASSUMES ALL SUCH USE RISKS FOR THE MEMBER, THE MEMBER'S FAMILY, SIGNIFICANT OTHER AND GUESTS AND SPECIFICALLY WAIVES AND RELEASES FOR SUCH MEMBER, THE MEMBER'S FAMILY, SIGNIFICANT OTHER AND GUESTS, ANY CLAIMS OR CAUSES OF ACTION WHICH HE, SHE OR THEY MAY HAVE AGAINST LEGENDS CLUB, VANDERBILT UNIVERSITY, OB SPORTS GOLF MANAGEMENT, OB SPORTS GOLF MANAGEMENT VLC, AND EACH OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM ("**COLLECTIVELY, THE 'RELEASED PARTIES'**"), ARISING OUT OF PERSONAL INJURIES OR DEATH AND/OR PROPERTY DAMAGES WHICH HE, SHE OR THEY MAY SUSTAIN AS A RESULT OF SUCH "**USE RISKS**". Such waiver specifically includes, without limitation, any claim or cause of action arising out of or in connection with any act or omission of any of the Released Parties, excepting to the extent caused solely by one or more Released Parties' reckless or willful misconduct or gross negligence.

## ***G. CLUB OPERATIONS***

### ***1. MANAGEMENT AND CONTROL OF THE CLUB FACILITIES AND OPERATION OF THE CLUB***

The governance and general management and all decisions by Club designees shall be final in all matters. The Club shall have the right to delegate, transfer or otherwise assign any or all of its rights and responsibilities for the management and operation of the Club Facilities to such persons and on such terms and conditions as the Club may determine appropriate from time to time. The Club may also retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities. The Club is responsible for the operation of the Club Facilities and has the exclusive authority to accept Members, establish initiation deposits, initiation fees, dues and other Club Fees, establish rules and regulations and all policies relating to the Club Facilities and the use thereof, and control the management and affairs of the Club Facilities.

The Club may adopt such rules and regulations for the conduct and use of the Club by its Members, guests and other users as deemed appropriate by the Club, in its sole discretion. The Rules,

including the level of services provided to Members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club at any time, without notice.

Members are not permitted to become involved in the management and operation of the Club or the Club Facilities. Members have no voting privileges, except specific Members who have limited voting privileges relating to approving assessments as described in separate documents and approving certain amendments to such separate documents.

If the operation of any of the Club Facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, droughts, storms, explosions, accidents, epidemics, war, civil disorders, acts of terrorism, strikes or other labor difficulties, shortages or the failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Club, whether or not specifically mentioned herein, the Club shall be excused, discharged and released from performance to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind.

## ***H. OTHER MEMBERSHIPS AND USE PRIVILEGES***

### ***1. PROMOTIONAL USE OF THE CLUB FACILITIES, TOURNAMENTS, SPECIAL EVENTS AND GROUP OUTINGS***

The Club and its affiliates (including Vanderbilt University) have the right to use, and/or designate persons to use, any or all of the Club Facilities, including, but not limited to, the golf facilities, in connection with the marketing and sale of Club memberships, and such other reason(s) as may be deemed appropriate by the Club, upon such terms and conditions as are established by the Club from time to time.

The Club and its affiliates shall have the right at any time to restrict or to otherwise reserve in advance the Club Facilities or any portion thereof, for maintenance, promotional and other special events, tournaments, group outings and charitable events, including golf tournaments.

### ***2. USE OF OTHER CLUB FACILITIES***

The Club reserves the right to enter into reciprocal use arrangements with other clubs that would allow Members to use the facilities at such other clubs and the members at such other clubs to use the Club Facilities. The terms of such use and the fees to be paid for the reciprocal use privileges will be established by the Club from time to time. The reciprocal use privileges may be terminated at any time in the sole discretion of the Club.

## ***I. GOVERNING LAW***

### ***1. GOVERNING LAW***

These Rules shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee without giving effect to principles of conflicts of law.

