

TALISKER CLUB PERSONAL INFORMATION (Please Type or Print)

PERSONAL INFORMATION

Applicant Name: [Mr.] [Mrs.] [Ms.] [Dr.] _____ Date of Birth: ____/____/____
Month / Day / Year

Marital Status: _____ Date of Anniversary: _____

Home Address: _____ Effective Dates: _____

City: _____ State: _____ Zip Code: _____

Mobile Telephone: _____

Home Telephone: _____ Home Facsimile: _____

E-Mail Address: _____

Park City Home Address : _____ Effective Dates: _____

City: _____ State: _____ Zip Code: _____

Park City Telephone: _____ Park City Facsimile: _____

Nature of Business or Profession: _____

Name of Company and Title: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Facsimile: _____

Business E-Mail Address: _____

Preferred Address for Billing: _____ Home Business

Preferred Address for Other Club Information: _____ Home Business

SPOUSE INFORMATION

Spouse Name: [Mr.] [Mrs.] [Ms.] [Dr.] _____ Date of Birth: ____/____/____
Month / Day / Year

Nature of Business or Profession: _____

Name of Company and Title: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Telephone: _____

Business Telephone: _____ Business Facsimile: _____

Business E-Mail Address: _____

FAMILY INFORMATION

Children under the age of 25:

Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year
Name: _____ Date of Birth: ____/____/____ M/F: _____
Month / Day / Year

OTHER MEMBERSHIPS

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

Name of Club: _____ Telephone: _____
City: _____ State: _____ Zip Code: _____

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City: _____ State: _____ Zip Code: _____

TALISKER CLUB

MEMBERSHIP APPLICATION AND AGREEMENT

In accordance with this Membership Application and Agreement (“**Agreement**”) the undersigned hereby applies for a membership (a “**Membership**” or “**Club Membership**”) in Talisker Club located in Wasatch County and Summit County, Utah (the “**Club**”) and acknowledges and agrees to the following statements and provisions:

As indicated on the attached Exhibit A, I hereby agree to pay to Talisker Club, LLC, a Delaware limited liability company (together with its successors and assigns, the “**Company**”) the Membership Deposit (if due as indicated on Exhibit A) together with any applicable sales tax, or other taxes, applicable thereto, and the Membership dues for a Membership together with such other fees and charges which Company may establish from time to time on or before the due date thereof together with any applicable sales tax, or other taxes applicable thereto. The undersigned understands that delinquency in paying any amounts due may result in late charges on the amount past due until paid at a rate determined by Company, not to exceed the maximum rate permitted by law, suspension, or termination of Membership privileges, and expulsion from Membership in the Club. The Applicant agrees to provide and maintain current credit card information with the Talisker Club Accounting Department for the purpose of paying any delinquent amounts owed to the Club, including any accrued Club usage fees, Member or Guest charges, and/or quarterly Club dues. The amount of dues for a Membership is described on a separate Schedule of Dues, Fees and Charges and is subject to change by the Company, from time to time.

I acknowledge that for this Agreement to be considered by the Company, it must be completed and signed by me and delivered to the Company, together with the payments described in the above paragraph, no later than fourteen (14) days from the date of mutual execution (by buyer and seller) of the contract for the sale of the property purchased by me in a Talisker Designated Community, as said term is defined in the Talisker Club Membership Plan.

I hereby acknowledge that this Agreement is subject to the condition that, prior to being an agreement binding upon Company, it must be approved and accepted in writing by the Company, in the Company’s sole and absolute discretion, and such approval will require payment of the Membership Deposit, dues, fees and charges for a Membership as established by the Club from time to time. In addition, I hereby acknowledge that if approved for Club Membership, such Membership is a non-voting, non-transferable, non-equity Membership and constitutes a nonexclusive revocable license to use the facilities of the Club (the “**Club Facilities**”) and does not confer upon me any ownership interest, or confer upon me any vested or prescriptive right or easement, in or to use the Club Facilities nor any right to participate in the management or control of the Club Facilities. The Club Facilities are described in the Talisker Club Membership Plan and are subject to change by the Company, from time to time.

By my signature below, I hereby acknowledge receipt of the Talisker Club Membership Plan and the Talisker Club Rules and Regulations (together with this Agreement, collectively referred to as the (“**Membership Documents**”) and that the undersigned has read and understanding the

Membership Documents, agrees to be bound by and comply with all of the terms and conditions of such Membership Documents, as the same may be amended, from time to time, at Company's sole discretion, and to be responsible for compliance with such Membership Documents by Applicant's family members and their guests and invitees. I further acknowledge that I am not relying upon any oral representations in connection with any Club Membership. In addition, I hereby acknowledge that this Agreement will not be considered for approval unless fully completed and signed by Applicant and the full amount of the Membership Deposit is paid by Applicant to Company, subject to the provisions of the Membership Plan. In the event this Agreement is accepted and approved in writing by Company, I understand that upon the expiration of the thirty (30) year period following the date of the payment in full by the undersigned to Company of my Membership Deposit, Company will repay one hundred percent (100%) of my Membership Deposit without interest subject to the terms of the Membership Documents provided, however, in the event of the conversion of the Club to a private member-owned facility the Company will have no further obligation or liability of any nature whatsoever to repay to the undersigned any portion of the Membership Deposit previously paid by the undersigned. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate Membership Deposit as provided in the Membership Application and Agreement, the Member shall look solely to the new owner for repayment of the Membership Deposit and the seller of the Club Facilities shall be automatically released from all liability for the repayment thereof. In the event of a sale of the Club Facilities (other than a foreclosure sale), the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

The development of and operation of the Club Facilities and all limited licenses set forth in this Agreement and the other Membership Documents may be subject to financing with liens securing such financing. The Company reserves the right to modify the Membership Documents and to reserve Memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue or modify any type, or category of Membership, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of Membership or in the Club Facilities available for use by Members.

The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to Membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to our designees, their guests and family sustained while using the Club Facilities or while involved in any event or activity incident to Membership in the Club. In accepting the risk of injury, we agree to indemnify and hold harmless the Company, its affiliates, their successors and assigns and their respective directors, officers, partners, members of any limited liability company, shareholders, employees and agents and the members of any advisory board or Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by our designees, their guests and family resulting from or arising out of any conduct or event connected with Membership in the Club and use of any of the Club Facilities.

The undersigned parties hereby acknowledge and agree that in the event the Applicant utilizes any seller-financing program provided by any Talisker-affiliated entity in connection with the purchase of the property associated with the Membership, (i) the Applicant may not receive any portion of the Membership Deposit back for so long as the Promissory Note associated with such

seller financing is outstanding, and (ii) in any event, the Applicant defaults under the mortgage resulting from such program, the Membership Deposit will be forfeited to the Company.

I hereby acknowledge that by signing this Agreement, (i) I authorize the third parties named by me herein to disclose and release information to the Company for investigating my qualifications for Membership, including my credit history and other personal information, and (ii) if and when I am accepted for membership in the Club, information such as my name, phone number, address, email address, photographs of me, and other information related to me as a Club member may be used by the Club in materials distributed to Club members including, for example, Membership lists and directories, Club newsletters, and invitations to Club events.

All exhibits or schedules, if any, attached to this Agreement are hereby incorporated into and made a part of this Agreement for all purposes.

APPLICANT ACKNOWLEDGES THAT HE OR SHE IS APPLYING FOR MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL BENEFITS AND RECREATIONAL USE OF THE CLUB FACILITIES AND NOT AS AN INVESTMENT OR WITH THE EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.

This Agreement supercedes any and all prior agreements which may have been entered into between (a) the Company, Tuhaye LLC, or Tuhaye Golf, LLC and (b) Applicant.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____

This Agreement is not binding upon the Company unless and until this Agreement is executed below by Company.

APPROVED AND ACCEPTED BY

TALISKER CLUB, LLC

By: _____ Date: _____
Authorized Representative