

Rocky Crest Golf Club

Hamer Bay Road RR#

Mactier, ON

P0C 1H0

1. INTRODUCTION

- 1.1 The Home Club (the "**Club**") is a golf club owned and operated by ClubLink Corporation or its affiliates ("**ClubLink**"). Membership in the Home Club ("**Membership**") provides a Member with the right to use the Home Club's facilities in accordance with the Membership Plan and By-law and the rules and regulations established from time-to-time for the Home Club by ClubLink but does not provide a Member with any other rights or interest in and to the Home Club or ClubLink, including without limitation ownership or equitable interest in the Home Club, ClubLink or the real estate, facilities or other assets owned, controlled or operated by the Home Club or ClubLink. Each Member agrees as a condition of Membership to be bound by the terms and conditions of the Membership Plan and By-law and the rules and regulations of the Home Club.

2. DEFINITIONS

- 2.1 In this Membership Plan and By-law, the following words have the meanings set forth opposite them:

- (a) "**Home Club**" means the golf course, practice facilities, clubhouse, and related facilities operated by ClubLink under the name and style and at the location set out above.
- (b) "**ClubLink**" means ClubLink Corporation or an affiliate thereof, as the case may be.
- (c) "**ClubLink Member**" or "**Member**" means a Principal Member, Corporate Member, Non-resident Member, Verandah Member, Social Member, Spousal Member, Family Addition Member, Intermediate Member, Junior Member (as those terms are defined in paragraph 3 hereof) or other member category from time-to-time established by ClubLink whose Membership is in good standing.
- (d) "**ClubLink Full Member**" or "**Full Member**" means a ClubLink Principal Member, Corporate Member or Family Addition Member whose Membership is in good standing.
- (e) "**Spouse**" of a particular member means a person who is married to the particular member or a person who cohabits with the particular member in a conjugal relationship and has so cohabited with the particular member for a continuous period of at least one year; provided that the person and the particular member shall be deemed to cease to be spouses if they have ceased to cohabit in a conjugal relationship for a period of at least 90 days because of a breakdown in the conjugal relationship.

3. CATEGORIES OF CLUBLINK MEMBERSHIP

- 3.1 The ClubLink Membership in the Club shall be divided into the following classes:

- (a) **Principal Member:** An individual joining as a ClubLink Principal Member entitles the Member to use all of the Home Club's golf and non-golf-related facilities and to participate in all golf-related and social events.
- (b) **Corporate Member:** A bona fide business corporation or partnership carrying on an active business joining as a ClubLink Corporate Member entitles one (1) designated executive of the corporation or partnership who is accepted by ClubLink to use all of the Home Club's golf and non-golf-related facilities and to participate in all golf-related and social events. The Corporate Member's designee must be an officer, director, owner, partner or employee of the Corporate Member. The Corporate Member may change the designee to one (1) other officer, director, owner, partner or employee of the Corporate Member upon payment of the applicable transfer fee and acceptance of the new designee by ClubLink. The Corporate Member may designate additional officers, directors, owners, partners or employees of the Corporate Member, upon payment of the applicable membership fees and acceptance of the additional designee by ClubLink.

The Corporate Member and each designee shall be jointly and severally liable to abide by all rules and regulations established from time to time for the Club by ClubLink including without limitation payment of all accounts.

- (c) **Family Addition Member:** An individual who is an immediate family member (being a spouse, father, mother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, son, daughter, grandson or granddaughter of an existing ClubLink Full Member, including a designated executive in the case of a Corporate Member) joining as a Family Addition Member entitles the Member to use all of the Home Club's golf and non-golf-related facilities and to participate in all golf-related and social events.
- (d) **Spousal Member:** A spouse of a ClubLink Full Member (including the spouse of a designated executive in the case of a Corporate Member) who joined as a Spousal Member prior to May 2000 entitles the Member to use all of the Home Club's golf and non-golf-related facilities and to participate in all golf-related and social events. Spousal Membership is non-transferable. A Spousal Member may become a Family Addition Member upon application and payment of applicable fees and dues.
- (e) **Social Member:** An individual who becomes a Social Member entitles the Member to use the Home Club's dining facilities, to participate in the Home Club's non-golf events and to play six rounds of golf per year upon payment of applicable guest fees
- (f) **Non-resident Member:** An individual whose principal residence or principal place of business is and remains located more than a distance of 250 kilometres from the Home Club or any other ClubLink club from time to time. A Non-resident Member is entitled to use the Home Club's dining facilities, to participate in the Home Club's non-golf events and to play six rounds of golf per year upon payment of applicable guest fees. In the event that a Non-resident Member's principal residence or principal place of business ceases to be located more than a distance of 250 kilometres from any ClubLink club, the Non-resident Member shall be required, in order to retain membership, to convert his or her Membership status into another form of Membership status, upon application and payment of applicable fees and dues.
- (g) **Verandah Member:** An individual joining as a Verandah Member entitles the person and the person's spouse and children under the age of 25 years to use the Home Club's dining facilities and to participate in all of the Home Club social events, but excluding any golf-related activities, events or facilities. A Verandah Member shall also have access to the Home Club's non-golf recreational facilities and activity programs. Children of a Verandah Member who are under the age of 12 must be accompanied by the Verandah Member.
- (h) **Academy Member:** An individual joining as a ClubLink Academy Member entitles the Member to the use of the Home Club's Academy golf facilities and the Club's non-golf related facilities and to participate in all Academy golf-related events and all of the Home Club's social events. An Academy Member may use the Home Club's non-Academy golf facilities if accompanied by a Full Member and upon payment of the applicable guest fees. Academy Membership is only available at Clubs that have an Academy Golf Course, as designated by ClubLink, in its sole and absolute discretion, from time to time.
- (i) **Intermediate Member:** An individual who is a child of a ClubLink Full Member, including children of designated executives of Corporate Members, between the ages of 19-24 years, inclusive, joining as an Intermediate Member entitles the Member to use the Home Club's golf and non-golf-related facilities, at such times as designated by ClubLink from time to time, and to participate in golf-related and social events. To retain the Membership, an Intermediate Member must convert the Membership to a ClubLink Full Membership by the age of 25 years. The age of the Intermediate Member is determined by the age of the Intermediate Member as of January 1st each year. At such time the Intermediate Member is required to apply as a Full Member in the ordinary course. The membership fee applicable to become a Full Member is payable by the Intermediate Member in accordance with the then applicable requirements for the payment of membership fees, unless the Intermediate Member is in the Graduate Program, in which case the membership fee applicable to requirements of the Graduate Program shall apply.
- (j) **Graduate Program:** In the case of an Intermediate Member continuously in good standing from the time the Intermediate Member reaches the age of 19 years to the time the Intermediate Member becomes a ClubLink Full Member, the applicable membership fee shall be the membership fee in effect on the Intermediate Member's 19th birthday and the membership fee shall be payable in 15

equal annual instalments. The Intermediate Member must acknowledge in writing that he or she wishes to take advantage of the Graduate program no later than January 1st in the year the Member reaches the age of 25 years.

- (k) **Junior Member:** An individual who is a child or grandchild under the age of 19 years of a ClubLink Full Member, including children or grandchildren under the age of 19 years of the designated executive of a Corporate Members, joining as a Junior Member, entitles the Member to use the Home Club's golf and non-golf-related facilities, at such times as designated by ClubLink from time to time, and to participate in golf-related and social events. Annual Dues for a Junior Member is determined by the age of the Junior Member on January 1st of each year. A Junior Member shall be required to convert the Membership into an Intermediate Membership by the date when the Junior Member reaches the age of 19 years in order to retain Membership, upon application to become an Intermediate Member and payment of applicable fees and dues.

3.2. ClubLink, in its sole and absolute discretion, may from time-to-time, and at any time, add to, delete from or amend the categories of Membership provided for herein and set the conditions and monetary requirements for such Memberships.

3.3 ClubLink, in its sole and absolute discretion, may from time-to-time, establish, add to, delete from or amend the membership fees, transfer fees, redesignation fees, annual dues, guest fees and surcharges payable in respect of each category of Membership and may establish variable membership fees and annual dues within a category of Membership. For example, ClubLink may provide for a reduced membership fee when multiple Full Memberships are purchased by a family or corporation (i.e. the Family Addition), a reduced annual dues for one spouse when both spouses are Members.

4. REGULATION OF MEMBERSHIP

4.1 The following terms and conditions apply to all Members of the Club:

- (a) Membership allows the Member to use all or such portion of the Club's facilities, depending on the category of Membership, in accordance with and subject to the Membership Plan and By-law and the rules and regulations of the Club. Acceptance as a Member does not entitle the Member to, or confer upon the Member, any investment, proprietary, ownership or equitable interest in or to the Club or ClubLink or the real estate facilities or other assets owned or controlled by the Club or ClubLink. Membership in the Club does not confer upon the Member any vested or prescriptive right, licence, lease or easement in the Club or ClubLink.
- (b) ClubLink shall be entitled to operate, maintain, repair, modify, expand, sell, dispose, lease, license or otherwise deal with the Club and any of its facilities, in its sole and absolute discretion.
- (c) Any rights or privileges granted to the Member or to the Member's spouse, children and guests are subject to compliance with the Membership Plan and By-law and the rules and regulations of the Club as established by ClubLink from time-to-time.
- (d) ClubLink shall use its commercially reasonable efforts to have the Club's golf course available to Members during the golfing season. The closure of all or any portion of the Club for repair, maintenance, improvement or expansion and the use of all or any portion of the Club for the purpose of private functions, tournaments, guest play or otherwise, shall be permitted at the sole and absolute discretion of ClubLink, acting reasonably, and the Members shall have no right to reduce or suspend accounts payable to the Club with respect to any time when the Club, in whole or in part, is not available.
- (e) ClubLink shall be entitled, in its sole and absolute discretion, to carry out all such actions as are considered by ClubLink to be necessary or desirable to maintain the Club as a quality golf club. The discretion provided for hereunder shall extend to and include the discretion to amend, vary, increase, decrease and otherwise deal with the fees, dues and accounts to be paid hereunder, including but not limited to interest and other late charges payable on overdue amounts, the modification, closure or expansion of any aspect of the Club, the provision of services to the Members and the structure of Membership. The discretion granted to ClubLink shall not extend to assessment or retroactive amendment of fees, dues and accounts. No assessments over and above membership fees, annual dues, club minimum's, club charges and charges for any ClubLink Privileges provided pursuant to Section 18 shall be levied against the Membership. Annual dues and other charges also shall be subject to reasonable increases based on operating costs and additional services, facilities or privileges offered by the Club or ClubLink.

- (f) The rights and privileges granted to a Member shall cease in each of the following circumstances unless otherwise agreed to by ClubLink, in its sole and absolute discretion, at the time the circumstance occurs:
- (i) If, by notice in writing to the Club, the Member resigns the Member's Membership.
 - (ii) Upon the Member's death, subject to the transfer of a deceased Principal Membership to the Member's surviving spouse, child, sibling, grandchild or parent or the spouse of any of the foregoing or the designation of a new executive acceptable to ClubLink in the case of a death of the designated executive of a Corporate Member, subject to the provisions of Section 7.1. In the event of the death of a Member, the estate of the Member and any transferee shall be jointly and severally liable for any accounts unpaid at the time of the death of the Member. The Club has no obligation to effect a permitted transfer until the accounts have been paid.
 - (iii) If the Member fails to pay any membership fee instalment, annual fees or other Club charges when same is due and payable in accordance with the fee schedule of such Member and the rules and regulations governing Membership as are in force from time-to-time.
 - (iv) In the case of a designated executive of a Corporate Member, upon the acceptance by ClubLink of a new designated executive or upon cessation of membership of the Corporate Member.
 - (v) In the case of a Spousal Member, Intermediate Member or Junior Member, if the rights and privileges cease for the related Full Member (including the designated executive of a Corporate Member).
 - (vi) If the Member is expelled or suspended under Section 8.
 - (vii) If the Member becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with the Member's creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Member's existence or the liquidation of the Member's assets.
- (g) No food or beverage is to be brought to the Club's property by any Member, their spouse, children or guests and none of such persons are to litter or otherwise cause any damage to the Club's property.

5. APPLICATIONS

- 5.1 All applications for Membership shall be made on the application form prescribed by ClubLink and shall be subject to the Membership Plan and By-law and the rules and regulations governing application for Membership. Every applicant for Membership shall agree to be bound by and to abide with the Membership Plan and By-law and the rules and regulations of the Club as established by ClubLink from time-to-time and to pay all accounts as required by the Club or ClubLink.
- 5.2 ClubLink shall have the right, in its sole and absolute discretion, to accept or reject any application for Membership. ClubLink shall notify an applicant of the acceptance or rejection of the Membership application by providing personal notice to that applicant. ClubLink shall not be required to provide reasons for its decision to accept or reject an application for Membership. ClubLink may establish such order of priorities for consideration and acceptance of applications as it determines to be appropriate.
- 5.3 ClubLink may, in its sole and absolute discretion, require that an application for Membership be accompanied by a nomination and character reference by such number of Members or non-Members as ClubLink shall from time-to-time require.
- 5.4 Any applicable Membership fee of a Member shall become due and payable in one or more instalments according to the fee schedule agreed to by ClubLink and the Member prior to acceptance of Membership by ClubLink. ClubLink may require payment of a deposit at the time of submission of a Membership application which will be applied to the first instalment. ClubLink will issue an invoice for each successive instalment in the month preceding the instalment's due date.

6. CHANGE OF MEMBERSHIP CLASSIFICATION

- 6.1 Any application for change from one class of Membership to another shall be made in writing to ClubLink. Any change from one class to another shall be subject to the approval of ClubLink, in its sole and absolute discretion, and the payment of any applicable fees, as determined by ClubLink, in its sole and absolute discretion, from time to time.
- 6.2 A ClubLink Full Member may apply in writing to ClubLink for an inactive Membership status due to health or other special circumstances. ClubLink may, in its sole and absolute discretion, request third party evidence, as it deems reasonable and necessary from time-to-time and may, in its sole and absolute discretion, grant or reject such application or rescind any previous acceptance. An inactive Membership is suspended from all Membership privileges including golf, dining, and voting. ClubLink Members electing inactive membership status will automatically relinquish their ClubCorp Associate Membership. In the future, should the Member regain active Full Membership status, he must re-apply for ClubCorp Privileges if he wishes to reinstate them and the Member will be subject to the applicable ClubCorp Initiation Fee as determined by ClubLink from time to time. Annual dues and other charges for an inactive Member shall be such amounts as from time-to-time established by ClubLink, in its sole and absolute discretion. Notwithstanding inactive Member status, payment of the Member's membership fee instalments must be kept current in accordance with the instalment schedule referred to in Section 5.4 above. An inactive member must re-apply for inactive status by December 31st of each year in order to maintain such status. Failure to apply and to be accepted shall automatically result in reversion to the same category of Full Membership as the inactive Member had immediately prior to his or her last acceptance for inactive status.
- 6.3 A ClubLink Full Member may apply, in writing, to ClubLink for a Social Membership. Annual dues and other charges for a Social Member shall be such amounts as from time to time established by ClubLink, in its sole and absolute discretion. Notwithstanding such change of membership classification, payment of the Member's membership fee instalments must be kept current in accordance with the instalment schedule referred to in Section 5.4 above.
- 6.4 A ClubLink Member that ceases to meet the criteria of Non-resident Membership shall apply, in writing, to ClubLink to convert his or her Membership status into another form of Membership status, subject to acceptance by ClubLink and payment of the applicable fees and dues. ClubLink may, in its sole and absolute discretion, grant or reject such application or rescind any previous acceptance.
- 6.5 A Family Addition Spousal Member (purchased after May 1, 2000 or upgraded from a Spousal Membership) will continue to pay Spousal annual dues so long as the Family Addition Spousal Member remains the spouse of a Principal Member or the designated executive of a Corporate Member. In the event that the Family Addition Spousal Member ceases to be the spouse of a Principal Member or the designated executive of a Corporate Member, the Spousal Member will be subject to the then applicable Principal Member annual dues.

7. TRANSFER OF MEMBERSHIP

- 7.1 In the event that a Principal Member or a Family Addition Member wishes to transfer the Principal Membership or Family Addition Membership to the Member's spouse, child, siblings, grandchild, parent or grandparent, the Member may do so upon payment of the applicable transfer fee and approval of the new Member by ClubLink. A Principal Membership or Family Addition Membership may be transferred to any bona fide business corporation or partnership of which the Principal Member or the Family Addition Member is an officer, director, owner, partner or employee, whereupon it will become a Corporate Membership, upon application, approval by ClubLink and payment of the applicable transfer fee. The former Principal Member and applicable Family Addition Members must be the initial designated executive and applicable Family Addition Members for such Corporate Membership. The transfer fee, as determined by ClubLink, in its sole and absolute discretion, from time to time, shall be a percentage of the then applicable initial membership fee for an initial Principal or Corporate Membership. The transferee and its designated executive, if applicable, shall be responsible for any outstanding account charges. No transfer fee shall be payable with respect to any permitted transfer of a Principal Membership or Family Addition Membership due to the death of the Member.
- 7.2 In the event that a Corporate Member desires to designate another executive of the Corporation as the person entitled to use the Corporate Membership, the Corporate Member may do so upon application and payment of the applicable transfer fee and acceptance of the new designated executive by ClubLink. A Corporate Membership may be transferred to the designated executive, whereupon it will become a Principal Membership, upon application, approval by ClubLink and payment of the applicable transfer fee.

The redesignation fee and the transfer fee, as determined by ClubLink from time to time, shall each be a percentage of the then applicable membership fee for an initial Corporate Membership.

- 7.3 Except as set out in Sections 7.1 and 7.2 and subject to any ClubLink Privileges provided pursuant to Section 18 that may permit transfer of a Membership to another ClubLink Club or otherwise, Memberships are non-transferrable. No Member may in any way advertise their Membership for use, sale or transfer, or permit the use or transfer of membership rights and privileges except in accordance with the Membership Plan and By-law.

8. EXPULSION AND SUSPENSION OF MEMBERS

- 8.1 If a Member (or the designated executive in the case of a Corporate Member) or the Member's spouse, child or guest, at any time, does not comply with the Membership Plan and By-law or the rules and regulations of the Club as are in force from time-to-time, or if the conduct or behaviour of any of such person, whether inside or outside the Club, is in the opinion of ClubLink injurious or detrimental to the character or reputation of the Club or to the interests of ClubLink, the Club, its Members or ClubLink employees, officers or directors, ClubLink may require the Member to resign.
- 8.2 If a Member refuses to resign within seven days of ClubLink's request to do so, ClubLink may expel the Member and upon expulsion the Member shall cease to be a Member of the Club and the Membership shall be forfeited to the Club.
- 8.3 Instead of calling upon a Member to resign, ClubLink may, in its sole and absolute discretion, suspend the offending Member from the use of the Club and from all or any of the rights and privileges of Membership for such period as is determined by ClubLink, in its sole and absolute discretion.
- 8.4 It is specifically provided and acknowledged that non-compliance with any provision of the Membership Plan and By-law or the rules and regulations of the Club, notwithstanding that the breach may be of a minor nature, will be sufficient cause for ClubLink to expel or suspend a Member.

9. LIABILITY ON CESSATION OF MEMBERSHIP

- 9.1 Any person ceasing to be a Member, regardless of how the Membership ceased, shall nevertheless remain liable for and shall pay to the Club or ClubLink all amounts that have become due and payable with respect to the Membership to the Club or ClubLink. For greater certainty, the Member shall remain liable for all charges incurred by that Member prior to ceasing to be a Member whether or not an invoice has been sent to the Member prior to such Member ceasing to be a Member; provided that a person ceasing to be a Member at any particular time shall not be liable to pay future instalments of membership fees except to the extent that an invoice for such future instalment has been sent prior to the date of cessation of Membership.
- 9.2 Any person ceasing to be a Member, regardless of how the Membership ceased, shall forfeit all right to use the Club's facilities and shall, on that person's cessation of Membership, surrender to ClubLink all cards, badges and documents relating to that person's Membership in the Club.

10. REINSTATEMENT OF MEMBERS

- 10.1 Upon written application by a person who has been expelled, suspended or otherwise ceased to be a Member to have full rights as a Member reinstated, ClubLink may, in its sole and absolute discretion, after such inquiry, if any, that ClubLink deems appropriate, reinstate such person as a Member of the Club or restore to such person any rights and privileges that have been suspended by ClubLink on such terms, conditions and costs as ClubLink deems appropriate.

11. COMMITTEES

- 11.1 ClubLink shall have the right from time-to-time to form committees comprised of Members for the purpose of advising, consulting or assisting ClubLink in the undertaking of its duties and responsibilities hereunder. The members of any committee shall be appointed in such manner and perform such duties and responsibilities as is determined by ClubLink. A committee shall have no authority to bind the Club or ClubLink unless specifically given such authority in writing by ClubLink.
- 11.2 The Club shall have a Captains' Committee that shall be responsible for all golfing and Verandah functions for the Members. The members of the Captains' Committee shall be elected by majority vote of the Full Members in good standing present or represented by another Member in good standing by proxy at the annual meeting of the Full Members. In addition, ClubLink may appoint up to two persons to the Captains' Committee.

12. MEMBERS MEETINGS

- 12.1 The Club shall hold an annual meeting of Full Members not less than once in every Membership year (as defined in Section 20) or within 90 days after the end of the relevant membership year. ClubLink shall determine the date, time and location of the meeting and the procedures to be applicable at the meeting.

13. NOTICES

- 13.1 ClubLink shall provide notice to the Members of all amendments to the Membership Plan and By-law and the rules and regulations of the Club by posting such amendments or amended Membership Plan and By-law or amended Rules and Regulations in an appropriate location at the Club for a period of not less than 15 days or otherwise providing notice to the Members. Any other notices for the Membership in general may be provided to the Membership by posting a notice in an appropriate location in the Club for a period of not less than 15 days or otherwise providing notice to the Members.
- 13.2 Notice to a Member with regard to the breach by the Member of the Membership Plan and By-law or the rules and regulations of the Club or to advise the Member of the Member's suspension or expulsion from the Club must be given to the Member by personal service or by registered mail to the last address of the Member disclosed in the Membership records.

14. REGISTER OF MEMBERS

- 14.1 ClubLink shall maintain a Membership register, which shall identify the Members in each of the categories of Membership, established from time-to-time. This register will be available in the "Members Only Section" of ClubLink's Website www.clublink.ca which will be available for Members to access with their individual login and password to be provided by ClubLink upon joining. A Member shall have the right to withhold such Member's name from the Membership register.
- 14.2 Each Member shall provide ClubLink with the Member's full name, birthday date, address of residence and address of business (specifying which address will be the address to which all Club notices shall be directed), name of spouse, names of all children who are under 25 years of age, a telephone number where the Member can be reached during ordinary business hours, credit card authorization and such other information as ClubLink or applicable law may from time-to-time prescribe.
- 14.3 No Member may use the Membership register or other Membership information for any solicitation or other commercial purpose or otherwise without ClubLink's prior written consent, which consent may be arbitrarily withheld or delayed. The Member acknowledges that ClubLink may utilize the Membership register and other Membership information for ClubLink's purposes, including in connection with providing information, products or services to the Member which ClubLink believes may be of benefit to the Member.

15. ACCOUNTS AND FEES

- 15.1 ClubLink shall cause proper books of account to be kept with respect to all Member accounts.
- 15.2 The levying of dues, fees and charges for services provided, including the determination of the amount of payments to be made and the terms and conditions upon which payments shall be made, shall be in the sole and absolute discretion of ClubLink or such person as is designated by ClubLink and shall be outlined in the rules and regulations of the Club. Notice of any amendment to the amounts, terms or conditions of payment shall be given to the Members by posting a notice of such amendment in an appropriate location at the Club not less than five days before the effective date of the amendment or otherwise giving notice to the Members.
- 15.3 Accounts of the Members shall be paid and settled in accordance with the rules and regulations of the Club adopted and enacted by ClubLink from time-to-time.

16. AMENDMENTS TO MEMBERSHIP PLAN AND BY-LAW AND RULES AND REGULATIONS OF THE CLUB

- 16.1 ClubLink may, in its sole and absolute discretion, amend the Membership Plan and By-law. Any such amendment which, in the reasonable opinion of ClubLink, adversely affects the rights of Members at large under the Membership Plan and By-law shall only continue to be effective in respect of Members in good standing at the time the amendment is made if ratified by a majority of the votes cast at a meeting of those Members adversely affected and in good standing.

- 16.2 ClubLink may, in its sole and absolute discretion, make rules and regulations governing the following:
- (a) The manner in which applicants may be admitted as Members of the Club.
 - (b) The use of the Club by Members and their spouses, children and guests.
 - (c) The general management and operation of the Club.
 - (d) Generally, all such matters as are commonly the subject matter of by-laws, rules or regulations necessary or desirable for the orderly conduct of the affairs of the Club.
- 16.3 The rules and regulations of the Club are as approved and enacted by ClubLink from time-to-time and shall be binding on all Members. ClubLink may, in its sole and absolute discretion, amend the rules and regulations. Any such amendment which, in the reasonable opinion of ClubLink, adversely affects the rights of Members at large under the Membership Plan and By-law shall only continue to be effective in respect of Members in good standing at the time the amendment is made if ratified by a majority of the votes cast at a meeting of those Members adversely affected and in good standing.
- 16.4 Copies of the Membership Plan and By-law and the rules and regulations of the Club shall be open for inspection by all Members of the Club during ordinary business hours of the Club. All such documentation, so long as it is in force, shall be binding on all Members, the Club and ClubLink.

17. SALE OF CLUB

- 17.1 ClubLink shall be entitled, at any time and without notice to or approval from the Members, to sell all or any portion of the assets comprising the Club, as it determines in its sole and absolute discretion.
- 17.2 If the purchaser, as a condition of purchase, undertakes to the Members to assume the obligations of ClubLink under the Membership Plan and By-law and the rules and regulations of the Club, then upon the completion of such sale, all references to ClubLink in the Membership Plan and By-law and the rules and regulations of the Club shall be deemed to be references to the purchaser. Upon completion of such sale, ClubLink shall be forever discharged and released from all obligations to the Members arising after the completion of such sale.
- 17.3 In the event that the undertaking referred to in Section 17.2 is not provided, a Member in good standing shall be entitled to transfer the Membership to an alternative facility owned by ClubLink selected by such Member, subject to availability, as determined by ClubLink in its sole and absolute discretion, and the payment of any upgrade membership fees that may apply. In the event that no such facility is available or desirable to a Member, a Member in good standing shall be entitled to resign from the Membership and upon doing so to receive from ClubLink a full refund of the membership fee actually paid by such Member to ClubLink, less:
- (a) if the Member joined prior to January 28, 2002, an amount equal to the product obtained when \$1,000 is multiplied by the number of years or partial years during which the Member was a Member, whether or not in good standing or whether or not a Member of the sold Club or any other Club owned by ClubLink, to a maximum of the amount of such membership fee actually paid; or
 - (b) if the Member joined on or subsequent to January 28, 2002, an amount equal to the product obtained when 7.5% of the membership fee actually paid is multiplied by the number of years or partial years during which the Member was a Member (whether or not in good standing or whether or not a Member at the sold club or any other Club owned by ClubLink), to a maximum of the amount of such membership fee actually paid.

The refund due to the Member so determined, shall be prior to any applicable taxes.

- 17.4 If upon acceptance of an applicant as a Member of the Club, ClubLink advises the Member that the Club is anticipated to be under construction throughout all or any portion of a Membership Year as defined in Section 20 and as a result is not available for play during such year, the Member shall have the option to either (i) designate, subject to availability, as determined by ClubLink in its sole and absolute discretion, another Club owned by ClubLink selected by the Member within the same or lower membership fee or a membership fee one (1) level higher, as such Member's Club for the period of construction as set by ClubLink; or (ii) become an inactive Member, on the basis set out in Section 6.2 hereof, during such period of construction on the basis that there will be no annual dues or charges during such period; provided that membership fee instalments must be kept current in accordance with the instalment schedule referred to in Section 5.4 hereof.

18. CLUBLINK PRIVILEGES

- 18.1 ClubLink Members of a Club shall have such privileges at other clubs operated by ClubLink and other privileges as are from time-to-time determined by ClubLink ("**ClubLink Privileges**"). ClubLink Privileges may include reciprocal access to other ClubLink clubs, transferability of the Membership to another ClubLink club, discounts at ClubLink resorts and such other privileges as from time-to-time established or amended by ClubLink in its sole and absolute discretion. In respect of ClubLink Privileges, ClubLink may establish categories of ClubLink clubs, which categories may be increased, decreased or otherwise changed (including the Club's category) from time-to-time in ClubLink's sole and absolute discretion. The terms, conditions, fees and other charges for ClubLink Privileges, including reciprocal access availability, reciprocal access green fees, transfer fees, and the terms of any discounts, shall be as determined from time-to-time by ClubLink in its sole and absolute discretion.

19. USE OF CLUB FACILITIES BY MEMBERS OF OTHER RECOGNIZED CLUBS, HOTELS AND RESORTS

- 19.1 Where ClubLink has established an access agreement with another club, hotel or resort for ClubLink Members and their guests, ClubLink may establish such reciprocal privileges for members or guests of the other club, hotel or resort as ClubLink may determine.

20. MEMBERSHIP YEAR

- 20.1 Until changed by ClubLink, in its sole and absolute discretion, the Membership year of the Club shall be from and including January 1 to and including December 31. All annual fees payable for a Membership year shall be paid by January 31 of such year or, if not then a Member, upon becoming a Member.

- 20.2 All ClubLink Membership categories other than Non-Resident Members, Intermediate Members and Junior Members or inactive Members of any other category are subject to a food and beverage minimum. Food and beverage expenditures charged to the Member's account (excluding taxes and service charges) shall reduce the Member's food and beverage minimum. The established food and beverage minimums for each of the two three-month periods of May 1st to July 31st and August 1st to October 31st shall be determined from time to time by ClubLink, in its sole and absolute discretion.

21. LOST, STOLEN OR DAMAGED MEMBERSHIP CARDS

- 21.1 In the event of a lost, stolen or damaged Membership Card, it is the sole responsibility of the Member to forthwith notify ClubLink. Until such notification, the Member will be responsible for any charges incurred by the person, whether authorized or not, using such Member's card, howsoever obtained by such person and will be subject to a service charge for any replacement card which shall be determined from time to time by ClubLink. Misuse of one's membership card is grounds for immediate termination or suspension of membership at ClubLink's sole and absolute discretion.

22. WAIVER OF LIABILITY AND INDEMNITY

- 22.1 In this Section 22, the word "Member" shall mean a ClubLink Member, designated executive of a Corporate Member, and any of their heirs, successors, executors, administrators and permitted assigns

- 22.2 In consideration of being accepted as a Member, each Member agrees:

- (a) that the Club and ClubLink and their agents, officers, directors, employees, servants, shareholders and representatives (collectively the "**ClubLink Group**") SHALL NOT BE LIABLE and hereby release the ClubLink Group from all liability to the Member for any claims, actions, costs, expenses, damages or demands in respect to death, injury, loss or damage to the Member's person or property, howsoever caused, arising out of or in connection with membership in the Club, the Member's presence at the Club's premises or facilities or the premises or facilities of other facilities owned by ClubLink, or the Member participating in any activity at the Club or at any other club owned by ClubLink, and notwithstanding that the same may have been contributed to or occasioned by the negligence of any one or more of the ClubLink Group and, without limiting the generality of the foregoing, the ClubLink Group SHALL NOT BE LIABLE for any loss or damage suffered by a Member as a result of the Member being injured while participating in any sport or activity at the Club's premises or facilities or the premises or facilities of other clubs operated by ClubLink, or the Member or the Member's property being accidentally struck by a golf ball, golf club, tennis ball, tennis club, or any other sports equipment;

- (b) TO SAVE HARMLESS AND KEEP INDEMNIFIED THE CLUBLINK GROUP from and against all claims, actions, costs, expenses, damages and demands in respect to death, injury, loss or damage to the Member's person or property or the person or property of a Member's guest, howsoever caused, arising out of or in connection with membership in the Club, the Member's or the member's guest's presence at the Club's premises or facilities or the premises or facilities of other facility owned by ClubLink, or the Member or the Member's guest participating in any activity at the Club or at any other club operated by ClubLink, and notwithstanding that the same may have been contributed to or occasioned by the negligence of one or more of the ClubLink Group; and
- (c) TO SAVE HARMLESS AND KEEP INDEMNIFIED THE CLUBLINK GROUP from and against all claims, actions, costs, expenses, damages and demands in respect to the death or bodily injury of any other person or loss or damage to the property of any other person caused by the Member or arising out of or in connection with any act of the Member in, on or about the Club's premises or facilities or the premises or facilities of other facilities operated by ClubLink, and notwithstanding that the same may have been contributed to or occasioned by the negligence of one or more of the ClubLink Group.

23. ENUREMENT

- 23.1 This Membership Plan and By-law constitutes the Membership Plan and Bylaw referred to in the Membership application form and constitutes an agreement between the Club, ClubLink and each Member as of the date of such Member becoming a Member. Upon the execution of the Membership application form by an applicant, the Membership Plan and By-law shall constitute an agreement between the applicant Member, the Club and ClubLink whereby each such person is required to be bound and abide by the provisions of the Membership Plan and By-law and the rules and regulations of the Club. The rights, privileges and obligations contained in the Membership Plan and By-law shall enure to the benefit of, and shall be binding upon, ClubLink and its successors and assigns and the Members, their heirs, executors, administrators and permitted assigns from time-to-time.

CLUBLINK CORPORATION

By: _____
Rai Sahi, President & CEO

ACKNOWLEDGEMENT OF / AND AGREEMENT WITH
MEMBERSHIP PLAN AND BY-LAW OF:

Rocky Crest Golf Club

Hamer Bay Road RR#

Mactier, ON

POC 1H0

Each of the undersigned hereby acknowledges receipt of the Membership Plan and By-law in effect on the date hereof. In consideration of being considered for Membership, each of the undersigned agrees to be bound by and to abide with all of the respective terms and conditions of those documents.

Dated: _____

**Signature of Principal Member or Corporate
Member's Designee**

**Signature of Family Addition Member
(if applicable)**

**Print Name of Principal Member or Corporate
Member's Designee**

**Print Name of Family Addition Member
(if applicable)**

Acknowledgment and Agreement of Corporate
Member *(if applicable)*

Print Name of Corporation

By: _____
Signature of Authorized Signing Officer

Name

Title

I warrant that I have authority to bind the Corporation

